

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF THE APPLICATION OF
NEW INSPIRATION BROADCASTING CO.,
INC., *et al.*,

Applicants,

For Licenses For Their Radio Broadcasting
Stations.

No. _____ (DLC)

**[PROPOSED]
FINAL ORDER**

Related to

UNITED STATES OF AMERICA,

Plaintiff,

v.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,

Defendant.

No. 41 CV 1395 (DLC)

Applicants New Inspiration Broadcasting Co., Inc., *et al.* (“Applicants”) and the American Society of Composers, Authors and Publishers (“ASCAP”) having jointly applied to the Court for the determination of reasonable license fees pursuant to Section IX of the Second Amended Final Judgment herein, and the Applicants and ASCAP having negotiated and agreed upon forms of license agreements, and Applicants and ASCAP having agreed that such forms of license agreements may be entered into lawfully by each party to this proceeding, and Applicants and ASCAP having consented

to the entry of this order to carry out and consummate the agreements that they have reached, and notice of the settlement of this order having been given to the United States of America, and Applicants and ASCAP having agreed that such application shall cover the period January 1, 2008 – December 31, 2018 (the “License Period”);

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The form of ASCAP 2008 NRBMLC Radio Station License Agreement (and annexed exhibits), appended hereto as **Exhibit 1** (the “NRBMLC Radio Station License”) and the form of ASCAP 2008 NRBMLC Radio Group License Agreement (and annexed exhibits), appended hereto as **Exhibit 2** (the “NRBMLC Radio Group License”), are the forms of such licenses agreed to by the parties (together, the Radio Station License and the Radio Group License are referred to herein as the “NRBMLC Licenses”). The license fees set forth in the NRBMLC Licenses are reasonable and non-discriminatory as to Applicants for the License Period and comply with the terms of the Second Amended Final Judgment.

2. ASCAP shall provide the NRBMLC Radio Station License to each Applicant and to every other commercial radio station owner that has agreed to be bound by the outcome of this proceeding or negotiations conducted on behalf of Applicants by the National Religious Broadcasters Music License Committee (“NRBMLC”), collectively as set forth on the list of stations attached as **Exhibit 3** hereto (collectively all such stations, the “Bound Stations”), together with a copy of this Order, so that the form of license shall be received by the Bound Stations no later than thirty days following entry of this Order, to be effective retroactive to January 1, 2008. Each Bound Station shall be deemed licensed under the NRBMLC Radio Station License and subject to all

obligations set forth therein and bound by the terms of this Order. Upon receipt, each Bound Station shall sign and return such NRBMLC Radio Station License to ASCAP at its office at 1900 Broadway, New York, New York 10023 within 60 days of receipt of such form by such Bound Station. ASCAP shall also promptly offer the NRBMLC Radio Station License to any other radio station that in the future becomes eligible to be licensed under such License pursuant to the terms of Exhibit A of that License.

3. ASCAP shall make available to each owner of a Bound Station the NRBMLC Radio Group License. If at any time during the License Period the owner of a Bound Station or other eligible entity wishes to execute the NRBMLC Radio Group License, it shall sign and return such license agreement to ASCAP at its office at the address set forth in Paragraph 2 above.

4. ASCAP and Applicants may, by agreement, amend or supplement the list attached as **Exhibit 3**, and ASCAP shall provide and make available to any station added to such list the NRBMLC Licenses within thirty days following such amendment or supplement in accordance with Paragraphs 2 and 3 of this Order, and the obligations herein shall apply to such station.

5. The license fees for each Bound Station licensed under the NRBMLC Radio Station License shall be determined in accordance with the provisions of that form of license.

6. The license fees for each entity licensed under the NRBMLC Radio Group License shall be determined in accordance with the provisions of that form of license.

7. In connection with the administration of the Licenses, approximately 500 radio stations are either represented by the NRBMLC directly or have otherwise agreed

to be bound by the licenses negotiated by the NRBMLC. The NRBMLC has incurred and will incur costs in connection with the administration of the Licenses and the NRBMLC's ongoing representation of religious and classical formatted radio stations in regard to music performance licenses. To fairly and equitably distribute among all radio stations operating under and benefitting from the Licenses the cost of administration of the Licenses and the NRBMLC's ongoing representation of such radio stations in regards to music performance licenses, each station licensed pursuant to the NRBMLC Radio Station License shall pay to the NRBMLC, beginning with calendar year 2015, on presentation of a statement from the NRBMLC in conformity with this Order:

- (i) \$25 per year if the station's annual broadcast license fees due to ASCAP are less than \$5,000;
- (ii) \$200 per year if the station's annual broadcast license fees due to ASCAP are at least \$5,000 and less than \$15,000;
- (iii) \$400 per year if the station's annual broadcast license fees due to ASCAP are \$15,000 or more.

The NRBMLC may, in its discretion, accept volunteer services on behalf of the NRBMLC or donated advertising inventory of equivalent value in lieu of cash. Commencing with calendar year 2014, payments or contributions during any calendar year that exceed the amounts set forth above may be credited toward the amounts set forth above for the following calendar year. The payments provided herein shall be made to the NRBMLC by September 30 of each calendar year. The NRBMLC may impose a late payment charge of 1% per month from the date the payment was due on any payment that is received by the NRBMLC after the date the payment was due, and the NRBMLC

may further assess stations the full amount of costs incurred by the NRBMLC in connection with collecting such amounts.

8. The Court retains continuing jurisdiction over this proceeding for the purpose of enforcing this Order, the terms and conditions of the NRBMLC Licenses, and the obligations of ASCAP and the Bound Stations under the NRBMLC Licenses.

9. Entry of this Order is without prejudice to any arguments or positions the Applicants or any other commercial radio station, commercial radio station owner, or ASCAP may assert in any future proceeding to determine what constitutes reasonable blanket license or program-period license fees for commercial radio stations or commercial radio station owners; the terms of such licenses; the methodology for calculating the license fees; or the reasonableness of the structure of the license or the license fees, for the period beginning January 1, 2019 or any time thereafter.

SO ORDERED.

Dated: _____
New York, New York

DENISE COTE
United States District Judge

EXHIBIT 1

ASCAP 2008 NRBMLC Radio Station License Agreement

AGREEMENT made between American Society of Composers, Authors and Publishers ("ASCAP"), located at One Lincoln Plaza, New York, New York 10023 and

_____ for Radio Station
(Legal Name of LICENSEE)

Call Letters
and Band _____ Frequency _____ FCC ID _____

FCC Community of License _____
(city) (state)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of _____

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

("LICENSEE", "you," "your") of the Radio Broadcasting station ("Station") currently receiving mail at:

(Street Address or P.O. Box)

(City) (State) (Zip Code) (Telephone Number)

Location of Station: ☐ Check box if same as above.

(Street Address or P.O. Box)

(City) (State) (Zip Code)

Telephone
number: _____ Fax number: _____

Email address: _____

with the Radio Station Web Site URL: http:// _____

1. Term.

The term of this Agreement commences as of January 1, 2008, (the "Effective Date"), and ends on December 31, 2018, unless earlier terminated as hereinafter provided (the "term" or "license term").

2. Definitions.

A. "ASCAP Repertory" means musical works for which ASCAP has the right to license for public performance at the time of such performance during the term. All compositions written or copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

B. "Background Music For An Announcement" means mood, atmosphere, or thematic music performed as background to an otherwise non-musical commercial, public service, or station promotional announcement not exceeding sixty (60) seconds in length.

C. "Feature Performance" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue or background music, Jingle (as defined below), or in conjunction with an advertising, promotional, or public service announcement or logo.

D. "Gross Revenue from Radio Broadcasting" means all:

- (1) cash payments for Station's Radio Broadcasting (as defined below) operations made by or on behalf of:
 - (a) Advertisers, sponsors, donors, Local Managers (as defined below) or any other party for the use of the facilities of the Station,
 - (b) sponsors of, or donors to, your Simulcast Programs (as defined below), and
 - (c) sponsors of, or donors to, your Occasional Network Programs (as defined below), and
 - (d) any of the above received by any Local Manager and
- (2) Net Promotional Revenue (as defined below).

Such payments include all payments made to you, your employees, representatives, agents, or any other person acting on your behalf, including time brokers. Such payments shall not include payments made to independent third parties, such as networks or program suppliers, or non-cash payments such as payments in goods or services commonly referred to as "trades" or "barter."

E. "Gross Revenue from New Media Transmissions" means all cash payments made by or on behalf of advertisers, sponsors, donors, subscribers, or any other party in connection with New Media Transmissions (as defined below). Such payments include all payments made to you, your employees, representatives, agents, or any other person acting on your behalf. Such payments shall not include payments made to independent third parties, such as networks or program suppliers, or non-cash payments such as payments in goods or services commonly referred to as "trades" or "barter."

F. "Incidental Use" means any use of music other than a Feature Performance, including music used as a theme or signature; bridge, cue, or background music; Background Music For An Announcement; a Jingle; public domain music in arrangements controlled by ASCAP on which ASCAP pays no royalties; and music that is used only incidentally to the broadcast of a news event or sports event.

G. "Jingle" means a commercial, promotional, or public service announcement containing musical material (with or without lyrics) originally written for commercial, promotional, or public service announcements, or a musical work originally written for other purposes with the lyrics changed for commercial, promotional, or public service announcement purposes, not exceeding sixty (60) seconds in length and used with the permission of the ASCAP writer or publisher member in interest.

H. "Local Manager" means any entity not under common ownership or control of LICENSEE that is authorized to resell 10% or more of Station's air time and (1) simulcasts or sells announcements on Station in combination with a radio station owned or operated by the entity, which station has entered into an ASCAP Radio Station License

Agreement; or (2) has assumed, contractually or otherwise, responsibility for the management of Station and the payment of license fees.

I. “Net Promotional Revenue” means all cash payments that you receive from third parties for the direct or indirect promotion of their businesses via the broadcast facilities of the station other than paid programs or commercial announcements (such as, but not limited to, bridal or craft shows, direct mailings, special sponsored events, or publications produced and promoted by the station), less those out-of-the-ordinary costs, such as booth rentals, printing and mailing expenses, and cost of goods sold, that would not have otherwise been incurred without the promotional activity. Deductible costs may not exceed the cash payments received.

J. “New Media Simulcast of Your Radio Broadcasting” means a New Media Transmission of Station’s radio broadcast programming that is: (A) simultaneous or nearly simultaneous with the Station’s Radio Broadcasting of that programming or (B) archived for later, on-demand transmissions of such programming; and includes transmissions of Station’s Radio Broadcasting that contain: (i) substitute advertisements; (ii) programming substituted for programming for which requisite licenses or clearances to make New Media Transmissions have not been obtained; and (iii) other limited substitutions of programming, the programming format and Feature Performance music usage of which are similar to the format and Feature Performance music usage contained in Station’s Radio Broadcasting for which such substitutions are being made.

K. “New Media Transmissions” include any performances transmitted via the Internet, wireless data networks, or any other similar transmission facilities.

L. “Occasional Network Programs” means all programs that you cause to be broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts on any group of two or more radio stations that are affiliated with you for the purpose of broadcasting those programs. For the purposes of this Agreement, any sports network that you operate is deemed to be an occasional network.

M. “Program Period” means a fifteen (15)-minute period of Radio Broadcasting on Station’s primary terrestrial analog broadcast signal commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements, subject to Paragraph 6 of the agreement between ASCAP and the National Religious Broadcasters Music License Committee (“NRBMLC”) that is attached as Exhibit A to this Agreement (the “ASCAP/NRBMLC Agreement”), the terms of which are incorporated herein by reference.

N. “Radio Broadcasting” means audio “over-the-air” broadcasts by means of Station’s FCC-licensed terrestrial analog broadcast signals and HD/multicasting of its FCC-assigned digital facilities (sometimes referred to as “multicasting” or “HD Radio”) as identified with the FCC’s unique station identifier or FCC Facility ID. Radio Broadcasting excludes FCC-licensed low power audio broadcasting, with similar technical characteristics and requirements as currently defined in 47 C.F.R. § 73.801, et seq., but it includes FM Translators as defined in 47 C.F.R. § 74.1231.

O. “Revenue Subject to Fee from New Media Transmissions” means Gross Revenue from New Media Transmissions less a 25% deduction, unless such deduction is modified pursuant to Paragraph 7 of the ASCAP/NRBMLC Agreement.

P. “Revenue Subject to Fee from Radio Broadcasting” means Gross Revenues from Radio Broadcasting less an 11% deduction.

Q. “Simulcast Programs” means all Radio Broadcasting programs broadcast simultaneously or by so-called “delayed” or “repeat” broadcasts by two or more radio stations that you own or for which you act as a time broker.

R. “Through-to-the-Audience License” means, in reference to the scope of the rights granted under this Agreement, a license that authorizes the transmission and retransmission of any Radio Broadcast or New Media Transmission to subscribers, listeners, or viewers by whatever means so long as each entity involved in the transmission or retransmission other than LICENSEE has an economic relationship to LICENSEE within the meaning of Section ILS of the Second Amended Final Judgment entered in *United States v. ASCAP* (“AFJ2”). For the avoidance of doubt, nothing in this license shall be construed as authorizing LICENSEE to grant to bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, any right to perform publicly any of the musical compositions licensed under this Agreement.

S. “U.S. Territory” means the United States and its commonwealths, territories, and possessions, including Puerto Rico.

T. “Weighted Program Period” means a Program Period multiplied by the following weights:

	Time Period	Applicable Weight
Weekdays:	Midnight to 6:00 a.m.	0.25
	6:00 a.m. to 10:00 a.m.	1.00
	10:00 a.m. to 3:00 p.m.	0.50
	3:00 p.m. to 7:00 p.m.	0.75
	7:00 p.m. to Midnight	0.50
Weekends	All day Saturday and Sunday	0.25

U. “Weighted Program Period Subject to Fee” means a Weighted Program Period that contains a Feature Performance of a musical work in the ASCAP Repertory that is not licensed other than by this Agreement, unless such Feature Performance otherwise does not violate the exclusive right of public performance under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, by virtue of the musical work being in the public domain.

3. ASCAP Grant of Rights and Limitations.

A. ASCAP grants LICENSEE a non-exclusive Through-to-the-Audience License to perform publicly in the U.S. Territory, by Radio Broadcasting and New Media Transmissions, non-dramatic performances of all musical works in the ASCAP Repertory during the term.

B. This Agreement does not license the performance of any dramatico-musical works, such as operas, operettas, musical comedies, or plays, in whole or in part, or grant LICENSEE any other rights in the musical compositions licensed under this Agreement.

C. The performances licensed hereunder may originate at any place, whether or not such place is licensed to perform publicly the musical works licensed hereunder, and regardless of the manner, means, or methods of such origination. Except as provided in Paragraph 3.A above, nothing in this Agreement shall be deemed to authorize LICENSEE to grant to others any performance or other rights in any of the musical compositions licensed under this Agreement or to extend to the receiver of LICENSEE’s Radio Station broadcast signal or to any place at which the performances licensed by this Agreement originate if other than at Station and for which a separate license for such performances is required.

4. License Fee; Minimum Fee; Taxes.

A. For all periods through December 31, 2013, if Station was licensed under the terms of the ASCAP Local Station Per Program Radio License – (South Florida) or the ASCAP Local Station Blanket Radio License – (South Florida) (collectively, the “South Florida License Agreements”); the NRBMLC request for license commencing January 1, 2008 pursuant to the Second Amended Final Judgment in *U.S. v. ASCAP* (“NRBMLC Request”); or any subsequent agreement with ASCAP that Station would be licensed under the NRBMLC Request, the license fees due and payable, and all the additional terms and conditions that shall be applicable hereunder for such periods, shall be as provided in the ASCAP/NRBMLC Agreement.

B. If you elect to pay a license fee on the blanket basis for your Radio Broadcasting, subject to the election provisions of Paragraphs 6.A and 6.B below, you agree to pay us a license fee of 1.77% of your Revenue Subject to Fee from Radio Broadcasting for each year 2014 through 2018 of the Agreement.

C. If you elect to pay a license fee on the per-program period basis for your Radio Broadcasting, subject to the election provisions of Paragraphs 6.A and 6.B below, you agree to pay us the following license fee for each year 2014 through 2018 of the Agreement:

- (1) a base fee of 0.10% of Revenue Subject to Fee from Radio Broadcasting, plus
- (2) an additional fee equal to 2.25% of your Revenue Subject to Fee from Radio Broadcasting multiplied by the percentage of your total Weighted Program Periods that are Weighted Program Periods Subject to Fee. This percentage will be determined using the methodology described in Paragraph 2 of the ASCAP/NRBMLC Agreement.

D. Revenue Subject to Fee from New Media Transmissions associated with New Media Simulcasts of Your Radio Broadcasting shall be added to your Revenue Subject to Fee from Radio Broadcasting when calculating your license fee pursuant to either Paragraph 4.B or 4.C above.

E. For New Media Transmissions other than New Media Simulcasts of Your Radio Broadcasting, you agree to

pay us the following license fee for each year 2014 through 2018:

- (1) 1.77% of Revenue Subject to Fee From New Media Transmissions for such year associated with programming other than New Media Simulcasts of Your Radio Broadcasting that is based on Feature Performances of music; and
- (2) 0.10% of Revenue Subject to Fee From New Media Transmissions for such year associated with programming other than New Media Simulcasts of Your Radio Broadcasting that is not based on Feature Performances of music.

F. Minimum Fee. In no event shall your total annual license fee be less than \$588.

G. Annual Reports. You will submit a report of the license fee due for each year 2014 through 2018 of this Agreement, by April 1st of the following year, by fully completing the form Statement of Account that will be made available on ASCAP's website ("Annual Report"). Annual Reports must be submitted using the electronic format and Internet-based delivery transmission methodology to be developed by ASCAP and agreed to by the NRBMLC, and any Annual Report attempted to be submitted to ASCAP by LICENSEE or on LICENSEE's behalf in any other fashion will be deemed as the non-submission of an Annual Report, subject to the provisions of Paragraph 4.H. ASCAP will promptly confirm electronically to LICENSEE receipt of the Annual Reports required by this Paragraph. ASCAP shall make available the form Statement of Account and Internet-based delivery transmission methodology via the ASCAP website by February 1 of each year. Notwithstanding the foregoing, in the event that ASCAP has not made a form Statement of Account available to LICENSEE by February 1 of a year, LICENSEE shall have no less than two (2) months following the date that ASCAP notifies LICENSEE that such form Statement of Account is available for completion to complete and submit such form.

H. Monthly Payments in 2014-2018. Except as set forth in this Paragraph 4.H, for each month in calendar years 2014 through 2018, you will pay us on or before the last day of the month for that month a sum equal to 1/12th of the license fee for the preceding calendar year (annualized for any reported period less than a year), adjusted in accordance with any change in the Consumer Price Index (National, all items) between the preceding October and the October twelve months prior thereto; however, for purposes of completion of Annual Reports (as described above) in any given year this change shall not be less than zero. If we do not receive the report required by Paragraph 4.G for any calendar year when due, the on-account monthly payments will be in the amount of the monthly payments due for the preceding year plus 24%, and payments at that rate will continue until the required report is received; provided, however, that any such increase in monthly payments shall not be taken into account when calculating any annual license fee due hereunder. If the Station commenced broadcasting after January 1, 2014, you will furnish us with a good-faith estimate of your Revenue Subject to Fee from Radio Broadcasting and your Revenue Subject to Fee from New Media Transmissions for the first year of operation, and the on-account monthly payments during the remainder of the calendar year of broadcasting following the commencement of broadcasting will be 1/12th of the fee provided in Paragraphs 4.B through 4.E for a station having such revenue; however, in no case shall the fee for such Station be less than the pro-rated minimum fee provided for in Paragraph 4.F above. ASCAP will promptly confirm to LICENSEE receipt of the Monthly Payments required by this Paragraph.

I. Billing or Accrual Basis. License fee reports will be made on a billing or accrual basis by all stations, except that any station may report on a cash basis if its books have been kept on a cash basis, in which case LICENSEE shall not be entitled to the deduction provided for in Paragraph 2.P of this Agreement and LICENSEE shall be entitled to one-half of the deduction provided for in Paragraph 2.O of this Agreement.

J. Combination Sales. If the use of the broadcasting facilities of the station is sold in combination with any other stations that you own, operate, or control that are licensed by us under this Agreement, the combination revenue shall be allocated among the stations on a reasonable basis taking into account factors such as, but not limited to, separate sales by the stations for comparable facilities during the report period or the immediately preceding period and the relative ratings of the stations during the report period.

K. Annual Adjustments. If the monthly payments you have made to us for a year pursuant to Paragraph 4.H are less than the license fee for that year, we will invoice the additional amount due in the month following receipt of the report. If the amount that you paid for that year exceeds the license fee due for the year, we will apply the excess payment against your future monthly payments, or will refund it to you upon your written request if it is greater than four monthly payments required by Paragraph 4.H above.

L. Late Payments. Subject to the separate provisions of Paragraph 5 below that govern the conduct of audits and resolution of audit disputes, if we do not receive any payment required by this Agreement when such payment was due, ASCAP will assess a finance charge of 1.0% per month from the date the payment was due, and ASCAP may further assess LICENSEE the full amount of out-of-pocket costs incurred by ASCAP in connection with collecting such amounts.

M. Taxes. In the event that the payment of any license fee to ASCAP by LICENSEE pursuant to this Agreement causes ASCAP to become liable to pay any state or local tax that is based upon the license fees invoiced by ASCAP to licensees (excluding taxes that may be computed based upon income), LICENSEE agrees to pay ASCAP the full amount of such tax together with LICENSEE's fee payment(s) as invoiced by ASCAP within normal payment terms; provided, however, that ASCAP is permitted by law to pass through such tax to LICENSEE; and provided further that LICENSEE and ASCAP will cooperate in making reasonable efforts to be exempt or excused from the tax.

5. Audits.

A. Right to Audit. We have the right by our duly authorized representatives, at any time during customary business hours, upon reasonable notice, to examine your books and records of account only to the extent necessary to verify any report required by this Agreement, for a period of no more than three (3) calendar years prior to the year in which the audit is requested. We will consider all data and information coming to our attention as a result of any such examination of books and records as confidential pursuant to Paragraph 12 below.

B. Audit Finance Charges. If our audit discloses that you underpaid license fees due us:

(1) You will pay a finance charge on the additional license fees of 1.0% per month from the date(s) the fees should have been paid pursuant to this Agreement if the underpayment is 5% or more but not less than \$1,000.

(2) You will pay a finance charge on the additional license fees of 1.0% per month beginning thirty (30) days after the date we bill the additional license fees to you if the underpayment is less than 5% or less than \$1,000.

(3) You may dispute all or part of our audit claim. If you do, you must, within thirty (30) days from the date that we bill the additional fees, (i) advise us, in writing, of the basis for your dispute and (ii) pay us any fees indisputably owed together with any applicable finance charges. If there is a good-faith dispute between us with respect to all or part of the additional fees that we have billed pursuant to this Paragraph, no finance charges will be billed with respect to the disputed fees for a period beginning on the date we billed the fees to you and ending sixty (60) days from the date that we respond to your written notification of the existence of a dispute.

(4) Finance charges computed in accordance with this Paragraph and pertaining to additional fees that you dispute in accordance with subparagraph (3) above will be adjusted pro-rata to the amount arrived at by you and us in resolution of the dispute.

C. Correction of Errors. You may correct computational errors on the Annual Reports required by Paragraph 4.G for the calendar year preceding the year in which the corrected report is submitted without incurring any penalty, provided that the corrected report is submitted to ASCAP within one-hundred-and-twenty (120) days after the Annual Report was originally due under Paragraph 4.G.

6. Blanket/Program Period and Ownership Changes.

A. If LICENSEE has elected to pay license fees for Radio Broadcasting on the blanket basis, LICENSEE may, as of the first day of any month, upon not less than thirty (30) days' prior written notice to ASCAP using the form attached as Exhibit B to this Agreement, elect to pay license fees on the program-period basis, provided that LICENSEE is current in all fees and reports required hereunder as of the effective date of LICENSEE's election. LICENSEE may make such an election not more than twice in any calendar year. ASCAP will promptly confirm to LICENSEE receipt of the form required by this Paragraph.

B. If LICENSEE has elected to pay license fees for Radio Broadcasting on the program-period basis, LICENSEE may, as of the first day of any month, upon not less than thirty (30) days' prior written notice to ASCAP using the form attached as Exhibit B to this Agreement, elect to pay license fees on the blanket basis, provided that LICENSEE is current in all fees and reports required hereunder as of the effective date of LICENSEE's election. LICENSEE may make such an election not more than twice in any calendar year. ASCAP will promptly confirm to LICENSEE receipt of the form required by this Paragraph.

C. Upon any filing to the FCC by LICENSEE for any requested change in ownership of Station, based on current FCC Application Forms 314, 315, and 316, LICENSEE shall contemporaneously notify ASCAP of such a request.

D. Upon any filing to the FCC by LICENSEE for any request to cease Radio Broadcasting, LICENSEE shall

contemporaneously notify ASCAP of such a request.

7. License Breach.

In the event that LICENSEE shall fail to make payment or submit any report under this Agreement, including the certification required to be submitted pursuant to Paragraph 2 of the ASCAP/NRBMLC Agreement, when and as due, ASCAP may give LICENSEE thirty (30) days' notice in writing to cure such breach or default. In the event that the noticed breach or default has not been cured within thirty (30) days of receipt of said notice, ASCAP may promptly terminate this License by providing written notice of such termination.

8. Indemnification.

ASCAP will indemnify, save and hold harmless, and defend LICENSEE, its advertisers and their advertising agencies, and LICENSEE's and their officers, employees, and artists from and against all claims, demands, and suits that may be made or brought against LICENSEE or them with respect to the performance under this Agreement of any compositions in the ASCAP Repertory that are written or copyrighted by ASCAP members. LICENSEE must give ASCAP prompt notice of any such claim, demand, or suit and promptly deliver to ASCAP all papers pertaining thereto. ASCAP will have full charge of the defense of any such claim, demand, or suit, and LICENSEE agrees to cooperate fully with ASCAP in such defense. LICENSEE may, however, engage its own counsel at its own expense who may participate in the defense of any such action. At LICENSEE's request, ASCAP will cooperate with and assist LICENSEE, its advertisers and their advertising agencies, and LICENSEE's and their officers, employees, and artists in the defense of any action or proceeding brought against them or any of them with respect to the performance of any musical compositions contained in the ASCAP Repertory, but not copyrighted or written by members of ASCAP. This Paragraph 8 does not apply to performances of any works that may be restricted under Paragraph 13 of this Agreement.

9. Local Management Agreement.

A. In the event that LICENSEE enters into an agreement with a Local Manager (a "Local Management Agreement"), within thirty (30) days of such agreement (1) LICENSEE shall provide ASCAP with a copy of such agreement and (2) Local Manager shall execute a Local Manager Acknowledgment of ASCAP License Agreement form (an "LMA Acknowledgment") that is attached as Exhibit C to this License Agreement. By signing an LMA Acknowledgment, Local Manager becomes a party to this License Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period the Local Management Agreement is in effect.

B. In the event that LICENSEE and/or Local Manager do not provide to ASCAP, within sixty (60) days of entering into a Local Management Agreement, the documentation required by Paragraph 9.A, LICENSEE shall remain responsible for timely submitting Annual Reports as required by Paragraph 4.H and shall be obligated to pay 110% of the otherwise applicable blanket or program-period license fees for the entire period during which the documentation required by Paragraph 9.A is overdue.

C. In the event that LICENSEE and/or Local Manager do not provide ASCAP with the documentation required by Paragraph 9.A within sixty (60) days of entering into a Local Management Agreement, ASCAP shall have the right to terminate this License Agreement upon ten (10) days' written notice.

D. In the event that the Local Management Agreement provided to ASCAP terminates prior to its stated termination date, LICENSEE and Local Manager shall immediately notify ASCAP of such termination.

E. In the event that LICENSEE becomes a Local Manager by entering into a Local Management Agreement with another station, LICENSEE shall notify ASCAP within thirty (30) days of entering into the agreement.

10. Assignment.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations under this Agreement.

11. Music Use Reports.

Unless ASCAP receives music use data of LICENSEE's Feature Performances by means of Station's Radio Broadcasting from a music performance monitoring service, LICENSEE, upon written request from ASCAP made on not less than one (1) month's notice specifying the period to be covered, agrees to furnish to ASCAP (at ASCAP's request electronically via a secure web site) a report of LICENSEE's Feature Performances by means of Station's Radio Broadcasting and New Media Transmissions of all musical works, indicating the compositions performed by title and artist, or by

such other convenient reporting method as may be mutually agreed upon by ASCAP and the NRBMLC, but such report need not be furnished for more than one (1) week of each calendar year of the term of this Agreement.

12. Confidentiality.

A. ASCAP shall treat as confidential, and shall not disclose to any third party (other than its employees, directors, officers, survey consultants, attorneys, and agents, in their capacity as such, on a need-to-know basis, and other than as set forth in subparagraph B below), any financial or other proprietary documents or information provided to ASCAP by LICENSEE in connection with this Agreement; provided, however, that if ASCAP is served with a subpoena or other legal notice compelling the production of any such proprietary documents or information, ASCAP shall be obligated to give prompt written notice to LICENSEE of such subpoena or other notice. LICENSEE shall inform ASCAP in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event LICENSEE shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, ASCAP will inform LICENSEE in writing within three (3) days of receiving the subpoena and LICENSEE must inform ASCAP of its intention to oppose the production no later than five (5) days before compliance is called for.

B. ASCAP is hereby authorized to provide to the NRBMLC such of LICENSEE's financial information provided to ASCAP pursuant to this Agreement as the NRBMLC may request in connection with its representation of the radio industry, unless LICENSEE notifies ASCAP in writing to the contrary. The NRBMLC has agreed to treat as confidential any financial information provided to it by ASCAP pursuant to this Paragraph.

13. Right To Restrict.

A. ASCAP's members may restrict the Radio Broadcasting of their compositions, up to a maximum of 500 at any given time, only for the purpose of preventing harmful effect upon other interest under the copyrights of such works; provided, however, that (1) limited licenses will be granted upon application to ASCAP entirely free of additional charge if the copyright owners are unable to show reasonable hazards to their major interests likely to result from such Radio Broadcasting; (2) the right to restrict any composition will not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of the composition; (3) in no case will any charges, "free plugs," or other consideration be required for permission to perform a restricted composition; and (4) in no event will any composition be restricted after its initial radio broadcast for the purpose of confining further radio broadcasts to a particular artist, station, network, or program.

B. ASCAP may also in good faith restrict the Radio Broadcasting of any composition, over and above the number specified in the preceding subparagraph, only as to which any suit has been brought or threatened on a claim that the composition infringes a composition not contained in the ASCAP Repertory or on a claim that ASCAP does not have the right to license the public performance of the composition by Radio Broadcasting.

14. Miscellaneous.

A. LICENSEE shall have the right to terminate this license on ten (10) days' written notice in the event of termination, suspension, or any substantial alteration or variation of the terms and conditions of the governmental licenses covering the Station or any major interference with the operations of the Station due to governmental measures or restrictions.

B. ASCAP shall have the right to terminate this license on sixty (60) days' notice if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law of the state, territory, dependency, possession, or political subdivision in which the Station is located that is applicable to the licensing of performing rights.

C. Except as otherwise expressly provided in this Agreement, any notice required or permitted to be given under this Agreement shall be in writing by email confirmed with a copy by recognized overnight delivery service to the party for whom it is intended, at its address stated above or any other address that either party hereto may from time to time designate for such purpose. Such notice shall be deemed given on the day of receipt of the overnight confirmation. Any such notice sent to ASCAP shall be to the attention of the Broadcast Licensing Department – Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

D. This Agreement (including documents incorporated by reference) constitutes the entire understanding between the parties and cannot be waived, added to, or modified orally. No waiver, addition, or modification shall be valid unless in writing and signed by the parties. This Agreement and its validity, construction, and effect shall be governed by the laws of the State of New York without giving effect to its law of conflict of laws. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provisions. No waiver by ASCAP of full performance of this Agreement by LICENSEE in any one or more

instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter, or of the right to cancel this Agreement in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by ASCAP and LICENSEE on _____.

(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE

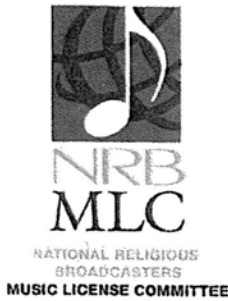
(Full corporate or other name of station owner)

By _____

(Name and Title)

(Name and Title)

Exhibit A



Advocating Fairness in
Music Licensing for
Specialty and Talk Radio

November 17, 2015

Re: ASCAP 2008 NRBMLC Radio Station and Group License Agreements

Dear Ms. Matthews:

This letter sets forth the Agreement ("Agreement") reached between the American Society of Composers, Authors and Publishers ("ASCAP") and the National Religious Broadcasters Music License Committee ("NRBMLC") pertaining to certain provisions of the ASCAP 2008 NRBMLC Radio Station License Agreement (the "Station License") and the ASCAP 2008 NRBMLC Radio Group License Agreement (the "Group License") (together, the "2008 Licenses") covering the period January 1, 2008 through December 31, 2018 (the "License Term"). This Agreement is expressly incorporated in Paragraph 2.M of the Station License and is binding upon all commercial radio stations (collectively, the "Licensees") that (A) enter into the Station License or the Group License, (B) are otherwise currently paying license fees to ASCAP pursuant to the terms of the South Florida License Agreements identified in Paragraph 4.A of the Station License, or (C) otherwise satisfy the criteria set forth in Paragraph 14 of this Agreement and were licensed by virtue of the NRBMLC's request for licenses for stations it represents for periods after January 1, 2008 (the "NRBMLC Request").

The parties agree as follows:

1. Except as otherwise provided herein, for the period January 1, 2008 through December 31, 2013 (the "Retroactive Period"), the interim license terms and interim license fees billed to and payable by individual radio stations ("Interim Fees") pursuant to the South Florida License Agreements or the NRBMLC Request shall be considered final terms and license fees; provided, however, that stations paying interim license fees higher than they would have been required to pay under the South Florida License Agreements shall be entitled to a credit for payments in excess of the fees that would have applied under the South Florida License Agreements. ASCAP's right to collect unpaid license fees shall in no way be prejudiced by this paragraph. The South Florida License Agreements are incorporated herein by reference.

2. The percentage of Weighted Programming Periods that are Weighted Programming Periods Subject to Fee, as used in Paragraph 4.C(2) of the Station License, shall be determined by a written certification from a Licensee to ASCAP on the form set forth as

Attachment 1. The certification shall be provided to ASCAP within sixty (60) days following execution of the Station License. A Licensee shall revise the certification for any Station promptly upon any significant change in a Station's use of music.

3. For the License Term, there will be no credit against blanket license fees to account for otherwise-licensed ASCAP music.

4. For avoidance of doubt, the parties intend and agree to the following regarding the scope of license coverage for New Media Transmissions (as that term is defined in the Station License):

- a. That the Group License covers only those New Media Transmissions made by a radio station owner that are not otherwise licensed under the Station License. By way of example, the Group License is applicable to Salem Media Group's ChristianRadio.com transmissions that do not originate with a terrestrial radio station. The Group License is not to be used by radio station owners for the purpose of aggregating reporting to ASCAP for multiple terrestrial radio stations. Moreover, the Group License does not apply to audiovisual transmissions other than audiovisual advertising. Nothing herein shall affect any license request made by an applicant under ASCAP's Second Amended Final Judgment with respect to audiovisual transmissions not covered under the Group License or a Station License.
- b. That New Media Transmissions other than New Media Simulcasts of Your Radio Broadcasting (as that term is defined in the Station License) will be licensed under the Station License and the Group License only when a Licensee (in the case of the Station License) or a Licensee and that Licensee's Radio Group (as that term is defined in the Group License) making such New Media Transmissions in the aggregate (in the case of the Group License) generate substantially more of their revenue from Radio Broadcasting and New Media Simulcasts of Your Radio Broadcasting than from other New Media Transmissions.

5. ASCAP and the NRBMLC shall work in good faith to agree on the form Statement of Account to be used pursuant to Paragraph 4.G of the Station License. In the event that a Licensee is unable to file its Annual Report as required in Paragraph 4.G of the Station License due to issues beyond that Licensee's control, *e.g.*, site problems, password issues, power or Internet outages, etc., the Licensee may contact ASCAP by email prior to the April 1 deadline, at radiolicensing@ascap.com, to report the problem. ASCAP will attempt to resolve any issues within its control promptly and will notify the Licensee when the issue is resolved. The Licensee shall be granted a 15-day grace period to enable it to file its Annual Report.

6. If, as of January 1, 2015, there is reliable public information showing that industry-wide HD/multicasting revenues account for at least 25% of total industry-wide revenues, then each HD/multicasting channel shall be treated separately from the Station's terrestrial broadcast for purposes of determining whether fees should be paid on a program-period or blanket basis and the fee that should be paid (pursuant to Paragraphs 4.B and 4.C of the

Station License).

7. The deductions taken from Gross Revenues over the period from January 1, 2014 through December 31, 2018 (the "Prospective Period") by all Licensees will be compared to what the deductions would have been had the 11% deduction rate been applied to the sum of Gross Revenue from Radio Broadcasting and Gross Revenue from New Media Transmissions (not just to Gross Revenues from Radio Broadcasting). If the comparison over the entire Prospective Period yields a difference of greater than \$100,000 in license fees, ASCAP will be entitled to a refund of the dollars in excess of the \$100,000 cap. -

- a. In each year, as part of the Annual Adjustment process pursuant to Paragraph 4.K of the 2008 Licenses, ASCAP will make the comparison described above and will notify the NRBMLC of the results. If the \$100,000 cap has been exceeded, ASCAP shall be entitled to recoup the excess by imposing a fee on those Licensees who claimed a 25% standard deduction for Internet, wireless, or other "new media" uses, which fee shall be calculated by allocating the total amount in excess of \$100,000 among those Licensees on a pro rata basis in accordance with each Licensee's total license fees paid during the Prospective Period for New Media Transmissions and Radio Group Transmissions.
- b. In the event that the \$100,000 cap has been exceeded, ASCAP will notify Licensees that the deduction applicable to Gross Revenues from all activities covered by the 2008 Licenses will be 11% for the remainder of the License Term.
- c. In the event that ASCAP determines that the \$100,000 cap has been exceeded, the NRBMLC will have the right to review ASCAP's calculations to verify that the \$100,000 cap has been exceeded.

8. In the event that a Station experiences a significant decrease in Revenue Subject to Fee from Radio Broadcasting due to unforeseen circumstances, ASCAP and the NRBMLC shall meet to discuss a reduction in on-account monthly payments for such Station for the remainder of such calendar year. Notwithstanding any such agreed-upon reduction, fees shall be adjusted in accordance with Paragraph 4.K of the Station License or Group License as the case may be.

9. ASCAP represents and warrants to the NRBMLC that: (i) ASCAP has the right, power, and authority to grant the rights provided for in the 2008 Licenses and in this Agreement; (ii) there has been no material diminution of the ASCAP Repertory since January 1, 2008; and (iii) if any ASCAP Member (as that term is defined in the ASCAP Articles of Association) has withdrawn from ASCAP the right to license the right of public performance of New Media Transmissions (as that term is defined in the Compendium of ASCAP Rules and Regulations, and Policies Supplemental to the Articles of Association) or withdraws such rights during the License Term, such withdrawal of licensing rights from ASCAP has not precluded, and will not preclude, ASCAP from granting a through-to-the-audience license to perform any or all of the copyrighted musical works in the ASCAP repertory of that ASCAP Member to the NRBMLC stations pursuant to this Agreement for the duration of the License Term.

10. In the event that ASCAP shall obtain the right to license performances of works in the ASCAP Repertory by means of New Media Transmissions beyond the U.S. Territory during the term of the 2008 Licenses, Paragraph 3.A of the 2008 Licenses shall be deemed amended so as to include such performances within the scope of rights granted by those Licenses for the duration of the term of those Licenses.

11. If, during the term of the 2008 Licenses, any dispute arises between ASCAP and any Licensee concerning the interpretation of any of the provisions of this letter agreement or the 2008 Licenses that, in the judgment of ASCAP and/or the NRBMLC, has or may have impact broadly among the stations represented by the NRBMLC, ASCAP and the NRBMLC shall first endeavor to resolve such dispute, failing which either ASCAP or the NRBMLC may refer the matter to the judge with supervisory authority over the ASCAP Consent Decree. In the event of such a reference, either ASCAP or the NRBMLC, as a preliminary matter, shall be entitled to assert that the dispute between them is not properly dealt with under the terms of this provision.

12. ASCAP and the NRBMLC agree to confer by no later than February 1, 2018 to seek to agree upon final (and, if necessary, interim) license fees for periods subsequent to December 31, 2018. Nothing herein shall affect the rights of ASCAP, the NRBMLC, or any Licensees to seek a determination of reasonable fees or the fixing of interim fees for the period commencing January 1, 2019, pursuant to Section IX of the ASCAP Consent Decree.

13. ASCAP and the NRBMLC are entering into this Agreement without prejudice to any arguments or positions they or any Licensee may assert in any future rate proceeding concerning what constitutes reasonable blanket license or program-period license fees and terms for commercial radio stations.

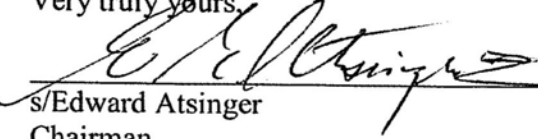
14. ASCAP and the NRBMLC have developed a list of radio stations that are currently eligible for the Station License. In addition, ASCAP will offer the Station License to radio stations meeting any of the following criteria:

- a. Full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that are acquired, launched, or otherwise owned by owners (or affiliates under common ownership or control of such owners) that own radio stations identified on list of radio stations that are eligible for the Station License.
- b. Other full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that broadcast in a religious, mixed music and talk, or spoken word format and that are owned by members of the National Religious Broadcasters Association (or are affiliates under common ownership or control with such members).
- c. Other full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that broadcast in a classical music format.

For avoidance of doubt, the exclusion of stations “already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement” refers only to radio stations bound under the terms of that agreement that remain under the same ownership that was in place as of Judge Cote’s January 27, 2012 Final Order adopting that agreement or that otherwise agreed to be bound under the terms of that agreement.

Please indicate your agreement to the above by signing and dating on the lines provided below.

Very truly yours,


s/Edward Atsinger
Chairman
National Religious Broadcasters Music License Committee

AGREED TO:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS


s/Elizabeth Matthews
Chief Executive Officer

Dated: 11/30/15, 2015

ATTACHMENT 1



NRBMLC Radio Station Music Usage Certification Form

Date: _____

Call

Letters:

--	--	--	--

☐ AM☐ FM

ASCAP

Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Station Frequency: _____ FCC Community of License: City _____ ST _____

Legal Name of Licensee: _____

Group Owner: _____

Format: _____

Please provide a contact for Program Period music reporting below:

Contact Name: _____ Contact Email Address _____

Contact Title: _____ Contact Phone #: _____

Please indicate the average number of program periods¹ your station is normally on the air and the estimated number of program periods in which feature music² is played on an average weekday, Saturday, and Sunday during each of the following time periods (rounded to the nearest full program period):

Time Period	Program Periods On Air	Estimated Program Periods With Feature Music
Average Weekdays: 12am-6am (max 24 periods)	_____	_____
Average Weekdays: 6am-10am (max 16 periods)	_____	_____
Average Weekdays: 10am-3pm (max 20 periods)	_____	_____
Average Weekdays: 3pm-7pm (max 16 periods)	_____	_____
Average Weekdays: 7pm-12mid (max 20 periods)	_____	_____
Average Saturday: All Day (max 96 periods)	_____	_____
Average Sunday: All Day (max 96 periods)	_____	_____

 Signature

 Print Name of Signatory

 Print Title of Signatory
Please scan and email to **BOTH** ASCAP and the NRBMLC:

ASCAP

Radiolicensing@ascap.com

NRBMLC

elizabeth.meyer@salem.cc

russh@salem.cc

¹ "Program Period" means a fifteen (15)-minute period of Radio Broadcasting (as defined in the license) on Station's primary terrestrial analog broadcast signal commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements, subject to Paragraph 6 of the agreement between ASCAP and the NRBMLC.

² "Feature Music" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue, background music, Jingle, or in conjunction with an advertising, promotional, or public service announcement or logo. Note that your license only requires you to include program periods that contain feature music performances of ASCAP music. If you know that all feature music performances in a program period are not licensed to you by ASCAP (for example, because you have direct licenses), you do not need to include the period in your estimate.

Exhibit B

ascap

[illegible]

New Program Format:_____ Date of Change:_____

Effective Date of Conversion*	/	/
-------------------------------	---	---

Complete this section only if you are converting to a Program Period Basis

Contact Title: _____ Contact Phone #: _____

Time Period	Program Periods On Air	Program Periods With Feature Music
Average Weekdays: 12am-6am (max 24 periods)	_____	_____
Average Weekdays: 6am-10am (max 16 periods)	_____	_____
Average Weekdays: 10am-3pm (max 20 periods)	_____	_____
Average Weekdays: 3pm-7pm (max 16 periods)	_____	_____
Average Weekdays: 7pm-12mid (max 20 periods)	_____	_____
Average Saturday: All Day (max 96 periods)	_____	_____
Average Sunday: All Day (max 96 periods)	_____	_____

NRBMLC
russh@salem.cc
elizabeth.meyer@salem.cc

2 "Feature Music" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue, background music, jingle, or in conjunction with an advertising, promotional, or public service announcement or logo. Note that your license only requires you to include program periods that contain feature music performances of ASCAP music. If you know that all feature music performances in a program period are not licensed to you by ASCAP (for example, because you have direct licenses), you do not need to include the period in your estimate.

Exhibit C



Local Manager Acknowledgment of ASCAP License Agreement

The undersigned [LOCAL MANAGER] hereby acknowledges and agrees that it has entered into a Local Management Agreement with LICENSEE and that in accordance with Paragraph 9.A of the foregoing ASCAP 2008 NRBMLC Radio Station License Agreement between ASCAP and LICENSEE, it has become a party to such License Agreement and assumes, with LICENSEE, all of the rights and obligations set forth in the foregoing License Agreement for the full period that the LOCAL MANAGER's Local Management Agreement with LICENSEE is in effect (the "Period"). LICENSEE and ASCAP hereby acknowledge that the foregoing License Agreement is hereby amended solely to deem [LOCAL MANAGER] an additional party to the License Agreement for the Period.

Dated: _____

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND
PUBLISHERS

[INSERT NAME OF LICENSEE]

By: _____
Name and Title

By: _____
Name and Title

[INSERT NAME OF LOCAL MANAGER]

By: _____
Name and Title

Station Call Letters: _____

City and State: _____

Effective Date of Local Management Agreement:

Address for Billing and Other Purposes:

EXHIBIT 2

ASCAP 2008 NRBMLC RADIO GROUP LICENSE AGREEMENT

AGREEMENT made between American Society of Composers, Authors and Publishers ("ASCAP"), located at One Lincoln Plaza, New York, New York 10023 and

<hr/> <i>(Legal Name of LICENSEE)</i>
--

Please Check Appropriate Box and Complete

<input type="checkbox"/> A corporation organized under the laws of the State of _____
<input type="checkbox"/> A limited liability company organized under the laws of the State of _____
<input type="checkbox"/> A partnership consisting of _____
<input type="checkbox"/> An individual residing at _____ _____
 ("LICENSEE", "you", "your") currently receiving mail at: _____ <i>(Street Address or P.O. Box)</i> _____ <i>(City)</i> <i>(State)</i> <i>(Zip Code)</i>
Telephone number: _____ Fax number: _____
Email address: _____
with the Web Site URL: http:// _____

1. Term. The term of this agreement commences as of January 1, 2008, and ends on December 31, 2018, unless earlier terminated as hereinafter provided.

2. Definitions. Unless otherwise noted, the meaning of all capitalized terms in this Agreement is as defined in the ASCAP 2008 NRBMLC Radio Station License Agreement (attached as Exhibit I hereto).

“Gross Revenue from Radio Group Transmissions” means all cash payments made by or on behalf of advertisers, sponsors, donors, subscribers or any other party, in connection with Radio Group Transmissions (as defined below). Such payments include all payments made to you, your employees, representatives, agents or any other person acting on your behalf. Such payments shall not include payments made to independent third parties, such as networks or program suppliers, or non-cash payments such as payments in goods or services commonly referred to as “trades” or “barter.”

“Radio Group” means an entity or group of entities under common ownership or control where the entity or an entity in such group owns one or more commercial radio stations eligible to be licensed under the ASCAP 2008 NRBMLC Radio Station License Agreement.

“Radio Group Transmissions” means all New Media Transmissions made by a Radio Group, where such transmissions are not otherwise licensed by any Station licensed under the ASCAP 2008 NRBMLC Radio Station License Agreement.

“Revenue Subject to Fee from Radio Group Transmissions” means Gross Revenue from Radio Group Transmissions less a 25% deduction, unless such deduction is modified pursuant to Paragraph 7 of the agreement between ASCAP and the National Religious Broadcasters Music License Committee (“NRBMLC”) that is attached as Exhibit A to the ASCAP 2008 NRBMLC Radio Station License Agreement, the terms of which are incorporated herein by reference.

3. ASCAP Grant of Rights and Limitations.

A. ASCAP grants Licensee a non-exclusive Through-to-the-Audience License to perform publicly in the U.S. Territory by Licensee's and Licensee's Radio Group's Radio Group Transmissions non-dramatic performances of all musical works in the ASCAP Repertory during the Term.

B. This Agreement does not license the performance of any dramatico-musical works, such as operas, operettas, musical comedies, or plays, in whole or in part, or grant LICENSEE any other rights in the musical compositions licensed under this Agreement.

C. The performances licensed hereunder may originate at any place, whether or not such place is licensed to perform publicly the musical works licensed hereunder, and regardless of the manner, means, or methods of such origination. Except as provided in Paragraph 3.A above, nothing in this Agreement shall be deemed to authorize LICENSEE to grant to others any performance or other rights in any of the musical compositions licensed under this Agreement or to extend to the receiver of the performances licensed by this Agreement or to any place at which such performances originate.

4. License Fee; Minimum Fee; Taxes.

A. The license fee for Radio Group Transmissions shall be as follows for each year 2014 through 2018:

- (1) 1.77% of Revenue Subject to Fee From Radio Group Transmissions for such year associated with programming that is based on Feature Performances of music; and
- (2) 0.10% of Revenue Subject to Fee From Radio Group Transmissions for such year associated with programming that is not based on Feature Performances of music..

B. Minimum Fee. For the years 2017 and 2018, in no event shall the license fee for Radio Group Transmissions be less than \$600.

C. Annual Reports. Paragraph 4.G of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

D. **Monthly Payments in 2014-2018.** For each month in calendar years 2014 through 2018, you will pay us on or before the last day of the month for that month a sum equal to 1/12th of the license fee for the preceding calendar year (annualized for any reported period less than a year), adjusted in accordance with any change in the Consumer Price Index (National, all items) between the preceding October and the October twelve months prior thereto. If we do not receive the report required by Paragraph 4.C for any calendar year when due, the on-account monthly payments will be in the amount of the monthly payments due for the preceding year plus 24%, and payments at that rate will continue until the required report is received; provided, however, that any such increase in monthly payments shall not be taken into account when calculating any annual license fee due hereunder. If all of the licensed performances commenced after January 1, 2014, you will furnish us with a good-faith estimate of your Revenue Subject to Fee from Radio Group Transmissions for the first year of operation, and the on-account monthly payments during the first calendar year of operation will be 1/12th of the fee provided in Paragraphs 4.A through 4.B. ASCAP will promptly confirm to Licensee receipt of the Monthly Payments required by this Paragraph.

E. **Billing or Accrual Basis.** License fee reports will be made on a billing or accrual basis, except that you may report on a cash basis if your books relating to Radio Group Transmissions have been kept on a cash basis, in which case LICENSEE shall be entitled to one-half of the deduction allowed by this Agreement under the definition of Revenue Subject to Fee for Radio Group Transmissions.

F. **Annual Adjustments.** Paragraph 4.K of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

G. **Late Payment.** Paragraph 4.L of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

H. **Taxes.** Paragraph 4.M of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

5. Audits. Paragraph 5 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

6. Blanket/Program-Period and Ownership Changes.

A. Paragraph 6 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

B. LICENSEE will notify ASCAP promptly in writing of any change in controlling ownership of LICENSEE.

7. License Breach; Termination. Paragraph 7 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

8. Indemnification. Paragraph 8 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

9. Local Management Agreement. Paragraph 9 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

10. Assignment. Paragraph 10 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

11. Music Use Reports. Paragraph 11 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference to the extent that they are applicable to the Radio Group Transmissions licensed by this Agreement.

12. Confidentiality. Paragraph 12 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

13. Right to Restrict. Paragraph 13 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

14. Miscellaneous. Paragraph 14 of the ASCAP 2008 NRBMLC Radio Station License Agreement is hereby incorporated by reference.

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by ASCAP and LICENSEE on _____.

(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE

(Full corporate or other name of Licensee)

By _____

(Name and Title)

(Name and Title)

Exhibit I

ASCAP 2008 NRBMLC Radio Station License Agreement

AGREEMENT made between American Society of Composers, Authors and Publishers ("ASCAP"), located at One Lincoln Plaza, New York, New York 10023 and

_____ for Radio Station
(Legal Name of LICENSEE)

Call Letters
and Band _____ Frequency _____ FCC ID _____

FCC Community of License _____
(city) (state)

Please Check Appropriate Box and Complete

A corporation organized under the laws of the State of _____

A limited liability company organized under the laws of the State of _____

A partnership consisting of _____

An individual residing at _____

("LICENSEE", "you," "your") of the Radio Broadcasting station ("Station") currently receiving mail at:

(Street Address or P.O. Box)

(City) (State) (Zip Code) (Telephone Number)

Location of Station: ☐ Check box if same as above.

(Street Address or P.O. Box)

(City) (State) (Zip Code)

Telephone
number: _____ Fax number: _____

Email address: _____

with the Radio Station Web Site URL: http:// _____

1. Term.

The term of this Agreement commences as of January 1, 2008, (the "Effective Date"), and ends on December 31, 2018, unless earlier terminated as hereinafter provided (the "term" or "license term").

2. Definitions.

A. "ASCAP Repertory" means musical works for which ASCAP has the right to license for public performance at the time of such performance during the term. All compositions written or copyrighted by ASCAP members and in the repertory on the date this Agreement is executed are included for the full term of this Agreement. Compositions written or copyrighted by ASCAP members during the license term are included for the full balance of the term.

B. "Background Music For An Announcement" means mood, atmosphere, or thematic music performed as background to an otherwise non-musical commercial, public service, or station promotional announcement not exceeding sixty (60) seconds in length.

C. "Feature Performance" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue or background music, Jingle (as defined below), or in conjunction with an advertising, promotional, or public service announcement or logo.

D. "Gross Revenue from Radio Broadcasting" means all:

- (1) cash payments for Station's Radio Broadcasting (as defined below) operations made by or on behalf of:
 - (a) Advertisers, sponsors, donors, Local Managers (as defined below) or any other party for the use of the facilities of the Station,
 - (b) sponsors of, or donors to, your Simulcast Programs (as defined below), and
 - (c) sponsors of, or donors to, your Occasional Network Programs (as defined below), and
 - (d) any of the above received by any Local Manager and
- (2) Net Promotional Revenue (as defined below).

Such payments include all payments made to you, your employees, representatives, agents, or any other person acting on your behalf, including time brokers. Such payments shall not include payments made to independent third parties, such as networks or program suppliers, or non-cash payments such as payments in goods or services commonly referred to as "trades" or "barter."

E. "Gross Revenue from New Media Transmissions" means all cash payments made by or on behalf of advertisers, sponsors, donors, subscribers, or any other party in connection with New Media Transmissions (as defined below). Such payments include all payments made to you, your employees, representatives, agents, or any other person acting on your behalf. Such payments shall not include payments made to independent third parties, such as networks or program suppliers, or non-cash payments such as payments in goods or services commonly referred to as "trades" or "barter."

F. "Incidental Use" means any use of music other than a Feature Performance, including music used as a theme or signature; bridge, cue, or background music; Background Music For An Announcement; a Jingle; public domain music in arrangements controlled by ASCAP on which ASCAP pays no royalties; and music that is used only incidentally to the broadcast of a news event or sports event.

G. "Jingle" means a commercial, promotional, or public service announcement containing musical material (with or without lyrics) originally written for commercial, promotional, or public service announcements, or a musical work originally written for other purposes with the lyrics changed for commercial, promotional, or public service announcement purposes, not exceeding sixty (60) seconds in length and used with the permission of the ASCAP writer or publisher member in interest.

H. "Local Manager" means any entity not under common ownership or control of LICENSEE that is authorized to resell 10% or more of Station's air time and (1) simulcasts or sells announcements on Station in combination with a radio station owned or operated by the entity, which station has entered into an ASCAP Radio Station License

Agreement; or (2) has assumed, contractually or otherwise, responsibility for the management of Station and the payment of license fees.

I. "Net Promotional Revenue" means all cash payments that you receive from third parties for the direct or indirect promotion of their businesses via the broadcast facilities of the station other than paid programs or commercial announcements (such as, but not limited to, bridal or craft shows, direct mailings, special sponsored events, or publications produced and promoted by the station), less those out-of-the-ordinary costs, such as booth rentals, printing and mailing expenses, and cost of goods sold, that would not have otherwise been incurred without the promotional activity. Deductible costs may not exceed the cash payments received.

J. "New Media Simulcast of Your Radio Broadcasting" means a New Media Transmission of Station's radio broadcast programming that is: (A) simultaneous or nearly simultaneous with the Station's Radio Broadcasting of that programming or (B) archived for later, on-demand transmissions of such programming; and includes transmissions of Station's Radio Broadcasting that contain: (i) substitute advertisements; (ii) programming substituted for programming for which requisite licenses or clearances to make New Media Transmissions have not been obtained; and (iii) other limited substitutions of programming, the programming format and Feature Performance music usage of which are similar to the format and Feature Performance music usage contained in Station's Radio Broadcasting for which such substitutions are being made.

K. "New Media Transmissions" include any performances transmitted via the Internet, wireless data networks, or any other similar transmission facilities.

L. "Occasional Network Programs" means all programs that you cause to be broadcast simultaneously or by so-called "delayed" or "repeat" broadcasts on any group of two or more radio stations that are affiliated with you for the purpose of broadcasting those programs. For the purposes of this Agreement, any sports network that you operate is deemed to be an occasional network.

M. "Program Period" means a fifteen (15)-minute period of Radio Broadcasting on Station's primary terrestrial analog broadcast signal commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements, subject to Paragraph 6 of the agreement between ASCAP and the National Religious Broadcasters Music License Committee ("NRBMLC") that is attached as Exhibit A to this Agreement (the "ASCAP/NRBMLC Agreement"), the terms of which are incorporated herein by reference.

N. "Radio Broadcasting" means audio "over-the-air" broadcasts by means of Station's FCC-licensed terrestrial analog broadcast signals and HD/multicasting of its FCC-assigned digital facilities (sometimes referred to as "multicasting" or "HD Radio") as identified with the FCC's unique station identifier or FCC Facility ID. Radio Broadcasting excludes FCC-licensed low power audio broadcasting, with similar technical characteristics and requirements as currently defined in 47 C.F.R. § 73.801, et seq., but it includes FM Translators as defined in 47 C.F.R. § 74.1231.

O. "Revenue Subject to Fee from New Media Transmissions" means Gross Revenue from New Media Transmissions less a 25% deduction, unless such deduction is modified pursuant to Paragraph 7 of the ASCAP/NRBMLC Agreement.

P. "Revenue Subject to Fee from Radio Broadcasting" means Gross Revenues from Radio Broadcasting less an 11% deduction.

Q. "Simulcast Programs" means all Radio Broadcasting programs broadcast simultaneously or by so-called "delayed" or "repeat" broadcasts by two or more radio stations that you own or for which you act as a time broker.

R. "Through-to-the-Audience License" means, in reference to the scope of the rights granted under this Agreement, a license that authorizes the transmission and retransmission of any Radio Broadcast or New Media Transmission to subscribers, listeners, or viewers by whatever means so long as each entity involved in the transmission or retransmission other than LICENSEE has an economic relationship to LICENSEE within the meaning of Section ILS of the Second Amended Final Judgment entered in *United States v. ASCAP* ("AFJ2"). For the avoidance of doubt, nothing in this license shall be construed as authorizing LICENSEE to grant to bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, any right to perform publicly any of the musical compositions licensed under this Agreement.

S. "U.S. Territory" means the United States and its commonwealths, territories, and possessions, including Puerto Rico.

T. "Weighted Program Period" means a Program Period multiplied by the following weights:

	Time Period	Applicable Weight
Weekdays:	Midnight to 6:00 a.m.	0.25
	6:00 a.m. to 10:00 a.m.	1.00
	10:00 a.m. to 3:00 p.m.	0.50
	3:00 p.m. to 7:00 p.m.	0.75
	7:00 p.m. to Midnight	0.50
Weekends	All day Saturday and Sunday	0.25

U. “Weighted Program Period Subject to Fee” means a Weighted Program Period that contains a Feature Performance of a musical work in the ASCAP Repertory that is not licensed other than by this Agreement, unless such Feature Performance otherwise does not violate the exclusive right of public performance under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, by virtue of the musical work being in the public domain.

3. ASCAP Grant of Rights and Limitations.

A. ASCAP grants LICENSEE a non-exclusive Through-to-the-Audience License to perform publicly in the U.S. Territory, by Radio Broadcasting and New Media Transmissions, non-dramatic performances of all musical works in the ASCAP Repertory during the term.

B. This Agreement does not license the performance of any dramatico-musical works, such as operas, operettas, musical comedies, or plays, in whole or in part, or grant LICENSEE any other rights in the musical compositions licensed under this Agreement.

C. The performances licensed hereunder may originate at any place, whether or not such place is licensed to perform publicly the musical works licensed hereunder, and regardless of the manner, means, or methods of such origination. Except as provided in Paragraph 3.A above, nothing in this Agreement shall be deemed to authorize LICENSEE to grant to others any performance or other rights in any of the musical compositions licensed under this Agreement or to extend to the receiver of LICENSEE’s Radio Station broadcast signal or to any place at which the performances licensed by this Agreement originate if other than at Station and for which a separate license for such performances is required.

4. License Fee; Minimum Fee; Taxes.

A. For all periods through December 31, 2013, if Station was licensed under the terms of the ASCAP Local Station Per Program Radio License – (South Florida) or the ASCAP Local Station Blanket Radio License – (South Florida) (collectively, the “South Florida License Agreements”); the NRBMLC request for license commencing January 1, 2008 pursuant to the Second Amended Final Judgment in *U.S. v. ASCAP* (“NRBMLC Request”); or any subsequent agreement with ASCAP that Station would be licensed under the NRBMLC Request, the license fees due and payable, and all the additional terms and conditions that shall be applicable hereunder for such periods, shall be as provided in the ASCAP/NRBMLC Agreement.

B. If you elect to pay a license fee on the blanket basis for your Radio Broadcasting, subject to the election provisions of Paragraphs 6.A and 6.B below, you agree to pay us a license fee of 1.77% of your Revenue Subject to Fee from Radio Broadcasting for each year 2014 through 2018 of the Agreement.

C. If you elect to pay a license fee on the per-program period basis for your Radio Broadcasting, subject to the election provisions of Paragraphs 6.A and 6.B below, you agree to pay us the following license fee for each year 2014 through 2018 of the Agreement:

- (1) a base fee of 0.10% of Revenue Subject to Fee from Radio Broadcasting, plus
- (2) an additional fee equal to 2.25% of your Revenue Subject to Fee from Radio Broadcasting multiplied by the percentage of your total Weighted Program Periods that are Weighted Program Periods Subject to Fee. This percentage will be determined using the methodology described in Paragraph 2 of the ASCAP/NRBMLC Agreement.

D. Revenue Subject to Fee from New Media Transmissions associated with New Media Simulcasts of Your Radio Broadcasting shall be added to your Revenue Subject to Fee from Radio Broadcasting when calculating your license fee pursuant to either Paragraph 4.B or 4.C above.

E. For New Media Transmissions other than New Media Simulcasts of Your Radio Broadcasting, you agree to

pay us the following license fee for each year 2014 through 2018:

- (1) 1.77% of Revenue Subject to Fee From New Media Transmissions for such year associated with programming other than New Media Simulcasts of Your Radio Broadcasting that is based on Feature Performances of music; and
- (2) 0.10% of Revenue Subject to Fee From New Media Transmissions for such year associated with programming other than New Media Simulcasts of Your Radio Broadcasting that is not based on Feature Performances of music.

F. Minimum Fee. In no event shall your total annual license fee be less than \$588.

G. Annual Reports. You will submit a report of the license fee due for each year 2014 through 2018 of this Agreement, by April 1st of the following year, by fully completing the form Statement of Account that will be made available on ASCAP's website ("Annual Report"). Annual Reports must be submitted using the electronic format and Internet-based delivery transmission methodology to be developed by ASCAP and agreed to by the NRBMLC, and any Annual Report attempted to be submitted to ASCAP by LICENSEE or on LICENSEE's behalf in any other fashion will be deemed as the non-submission of an Annual Report, subject to the provisions of Paragraph 4.H. ASCAP will promptly confirm electronically to LICENSEE receipt of the Annual Reports required by this Paragraph. ASCAP shall make available the form Statement of Account and Internet-based delivery transmission methodology via the ASCAP website by February 1 of each year. Notwithstanding the foregoing, in the event that ASCAP has not made a form Statement of Account available to LICENSEE by February 1 of a year, LICENSEE shall have no less than two (2) months following the date that ASCAP notifies LICENSEE that such form Statement of Account is available for completion to complete and submit such form.

H. Monthly Payments in 2014-2018. Except as set forth in this Paragraph 4.H, for each month in calendar years 2014 through 2018, you will pay us on or before the last day of the month for that month a sum equal to 1/12th of the license fee for the preceding calendar year (annualized for any reported period less than a year), adjusted in accordance with any change in the Consumer Price Index (National, all items) between the preceding October and the October twelve months prior thereto; however, for purposes of completion of Annual Reports (as described above) in any given year this change shall not be less than zero. If we do not receive the report required by Paragraph 4.G for any calendar year when due, the on-account monthly payments will be in the amount of the monthly payments due for the preceding year plus 24%, and payments at that rate will continue until the required report is received; provided, however, that any such increase in monthly payments shall not be taken into account when calculating any annual license fee due hereunder. If the Station commenced broadcasting after January 1, 2014, you will furnish us with a good-faith estimate of your Revenue Subject to Fee from Radio Broadcasting and your Revenue Subject to Fee from New Media Transmissions for the first year of operation, and the on-account monthly payments during the remainder of the calendar year of broadcasting following the commencement of broadcasting will be 1/12th of the fee provided in Paragraphs 4.B through 4.E for a station having such revenue; however, in no case shall the fee for such Station be less than the pro-rated minimum fee provided for in Paragraph 4.F above. ASCAP will promptly confirm to LICENSEE receipt of the Monthly Payments required by this Paragraph.

I. Billing or Accrual Basis. License fee reports will be made on a billing or accrual basis by all stations, except that any station may report on a cash basis if its books have been kept on a cash basis, in which case LICENSEE shall not be entitled to the deduction provided for in Paragraph 2.P of this Agreement and LICENSEE shall be entitled to one-half of the deduction provided for in Paragraph 2.O of this Agreement.

J. Combination Sales. If the use of the broadcasting facilities of the station is sold in combination with any other stations that you own, operate, or control that are licensed by us under this Agreement, the combination revenue shall be allocated among the stations on a reasonable basis taking into account factors such as, but not limited to, separate sales by the stations for comparable facilities during the report period or the immediately preceding period and the relative ratings of the stations during the report period.

K. Annual Adjustments. If the monthly payments you have made to us for a year pursuant to Paragraph 4.H are less than the license fee for that year, we will invoice the additional amount due in the month following receipt of the report. If the amount that you paid for that year exceeds the license fee due for the year, we will apply the excess payment against your future monthly payments, or will refund it to you upon your written request if it is greater than four monthly payments required by Paragraph 4.H above.

L. Late Payments. Subject to the separate provisions of Paragraph 5 below that govern the conduct of audits and resolution of audit disputes, if we do not receive any payment required by this Agreement when such payment was due, ASCAP will assess a finance charge of 1.0% per month from the date the payment was due, and ASCAP may further assess LICENSEE the full amount of out-of-pocket costs incurred by ASCAP in connection with collecting such amounts.

M. Taxes. In the event that the payment of any license fee to ASCAP by LICENSEE pursuant to this Agreement causes ASCAP to become liable to pay any state or local tax that is based upon the license fees invoiced by ASCAP to licensees (excluding taxes that may be computed based upon income), LICENSEE agrees to pay ASCAP the full amount of such tax together with LICENSEE's fee payment(s) as invoiced by ASCAP within normal payment terms; provided, however, that ASCAP is permitted by law to pass through such tax to LICENSEE; and provided further that LICENSEE and ASCAP will cooperate in making reasonable efforts to be exempt or excused from the tax.

5. Audits.

A. Right to Audit. We have the right by our duly authorized representatives, at any time during customary business hours, upon reasonable notice, to examine your books and records of account only to the extent necessary to verify any report required by this Agreement, for a period of no more than three (3) calendar years prior to the year in which the audit is requested. We will consider all data and information coming to our attention as a result of any such examination of books and records as confidential pursuant to Paragraph 12 below.

B. Audit Finance Charges. If our audit discloses that you underpaid license fees due us:

(1) You will pay a finance charge on the additional license fees of 1.0% per month from the date(s) the fees should have been paid pursuant to this Agreement if the underpayment is 5% or more but not less than \$1,000.

(2) You will pay a finance charge on the additional license fees of 1.0% per month beginning thirty (30) days after the date we bill the additional license fees to you if the underpayment is less than 5% or less than \$1,000.

(3) You may dispute all or part of our audit claim. If you do, you must, within thirty (30) days from the date that we bill the additional fees, (i) advise us, in writing, of the basis for your dispute and (ii) pay us any fees indisputably owed together with any applicable finance charges. If there is a good-faith dispute between us with respect to all or part of the additional fees that we have billed pursuant to this Paragraph, no finance charges will be billed with respect to the disputed fees for a period beginning on the date we billed the fees to you and ending sixty (60) days from the date that we respond to your written notification of the existence of a dispute.

(4) Finance charges computed in accordance with this Paragraph and pertaining to additional fees that you dispute in accordance with subparagraph (3) above will be adjusted pro-rata to the amount arrived at by you and us in resolution of the dispute.

C. Correction of Errors. You may correct computational errors on the Annual Reports required by Paragraph 4.G for the calendar year preceding the year in which the corrected report is submitted without incurring any penalty, provided that the corrected report is submitted to ASCAP within one-hundred-and-twenty (120) days after the Annual Report was originally due under Paragraph 4.G.

6. Blanket/Program Period and Ownership Changes.

A. If LICENSEE has elected to pay license fees for Radio Broadcasting on the blanket basis, LICENSEE may, as of the first day of any month, upon not less than thirty (30) days' prior written notice to ASCAP using the form attached as Exhibit B to this Agreement, elect to pay license fees on the program-period basis, provided that LICENSEE is current in all fees and reports required hereunder as of the effective date of LICENSEE's election. LICENSEE may make such an election not more than twice in any calendar year. ASCAP will promptly confirm to LICENSEE receipt of the form required by this Paragraph.

B. If LICENSEE has elected to pay license fees for Radio Broadcasting on the program-period basis, LICENSEE may, as of the first day of any month, upon not less than thirty (30) days' prior written notice to ASCAP using the form attached as Exhibit B to this Agreement, elect to pay license fees on the blanket basis, provided that LICENSEE is current in all fees and reports required hereunder as of the effective date of LICENSEE's election. LICENSEE may make such an election not more than twice in any calendar year. ASCAP will promptly confirm to LICENSEE receipt of the form required by this Paragraph.

C. Upon any filing to the FCC by LICENSEE for any requested change in ownership of Station, based on current FCC Application Forms 314, 315, and 316, LICENSEE shall contemporaneously notify ASCAP of such a request.

D. Upon any filing to the FCC by LICENSEE for any request to cease Radio Broadcasting, LICENSEE shall

contemporaneously notify ASCAP of such a request.

7. License Breach.

In the event that LICENSEE shall fail to make payment or submit any report under this Agreement, including the certification required to be submitted pursuant to Paragraph 2 of the ASCAP/NRBMLC Agreement, when and as due, ASCAP may give LICENSEE thirty (30) days' notice in writing to cure such breach or default. In the event that the noticed breach or default has not been cured within thirty (30) days of receipt of said notice, ASCAP may promptly terminate this License by providing written notice of such termination.

8. Indemnification.

ASCAP will indemnify, save and hold harmless, and defend LICENSEE, its advertisers and their advertising agencies, and LICENSEE's and their officers, employees, and artists from and against all claims, demands, and suits that may be made or brought against LICENSEE or them with respect to the performance under this Agreement of any compositions in the ASCAP Repertory that are written or copyrighted by ASCAP members. LICENSEE must give ASCAP prompt notice of any such claim, demand, or suit and promptly deliver to ASCAP all papers pertaining thereto. ASCAP will have full charge of the defense of any such claim, demand, or suit, and LICENSEE agrees to cooperate fully with ASCAP in such defense. LICENSEE may, however, engage its own counsel at its own expense who may participate in the defense of any such action. At LICENSEE's request, ASCAP will cooperate with and assist LICENSEE, its advertisers and their advertising agencies, and LICENSEE's and their officers, employees, and artists in the defense of any action or proceeding brought against them or any of them with respect to the performance of any musical compositions contained in the ASCAP Repertory, but not copyrighted or written by members of ASCAP. This Paragraph 8 does not apply to performances of any works that may be restricted under Paragraph 13 of this Agreement.

9. Local Management Agreement.

A. In the event that LICENSEE enters into an agreement with a Local Manager (a "Local Management Agreement"), within thirty (30) days of such agreement (1) LICENSEE shall provide ASCAP with a copy of such agreement and (2) Local Manager shall execute a Local Manager Acknowledgment of ASCAP License Agreement form (an "LMA Acknowledgment") that is attached as Exhibit C to this License Agreement. By signing an LMA Acknowledgment, Local Manager becomes a party to this License Agreement and shall assume, with LICENSEE, all of the rights and obligations set forth in this Agreement for the full period the Local Management Agreement is in effect.

B. In the event that LICENSEE and/or Local Manager do not provide to ASCAP, within sixty (60) days of entering into a Local Management Agreement, the documentation required by Paragraph 9.A, LICENSEE shall remain responsible for timely submitting Annual Reports as required by Paragraph 4.H and shall be obligated to pay 110% of the otherwise applicable blanket or program-period license fees for the entire period during which the documentation required by Paragraph 9.A is overdue.

C. In the event that LICENSEE and/or Local Manager do not provide ASCAP with the documentation required by Paragraph 9.A within sixty (60) days of entering into a Local Management Agreement, ASCAP shall have the right to terminate this License Agreement upon ten (10) days' written notice.

D. In the event that the Local Management Agreement provided to ASCAP terminates prior to its stated termination date, LICENSEE and Local Manager shall immediately notify ASCAP of such termination.

E. In the event that LICENSEE becomes a Local Manager by entering into a Local Management Agreement with another station, LICENSEE shall notify ASCAP within thirty (30) days of entering into the agreement.

10. Assignment.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations under this Agreement.

11. Music Use Reports.

Unless ASCAP receives music use data of LICENSEE's Feature Performances by means of Station's Radio Broadcasting from a music performance monitoring service, LICENSEE, upon written request from ASCAP made on not less than one (1) month's notice specifying the period to be covered, agrees to furnish to ASCAP (at ASCAP's request electronically via a secure web site) a report of LICENSEE's Feature Performances by means of Station's Radio Broadcasting and New Media Transmissions of all musical works, indicating the compositions performed by title and artist, or by

such other convenient reporting method as may be mutually agreed upon by ASCAP and the NRBMLC, but such report need not be furnished for more than one (1) week of each calendar year of the term of this Agreement.

12. Confidentiality.

A. ASCAP shall treat as confidential, and shall not disclose to any third party (other than its employees, directors, officers, survey consultants, attorneys, and agents, in their capacity as such, on a need-to-know basis, and other than as set forth in subparagraph B below), any financial or other proprietary documents or information provided to ASCAP by LICENSEE in connection with this Agreement; provided, however, that if ASCAP is served with a subpoena or other legal notice compelling the production of any such proprietary documents or information, ASCAP shall be obligated to give prompt written notice to LICENSEE of such subpoena or other notice. LICENSEE shall inform ASCAP in writing within seven (7) days of receiving written notification of a subpoena or other legal notice of its intention to object to such production, in which event LICENSEE shall bear the burden of opposing such production. If the subpoena requires a response or compliance in fewer than fourteen (14) days, ASCAP will inform LICENSEE in writing within three (3) days of receiving the subpoena and LICENSEE must inform ASCAP of its intention to oppose the production no later than five (5) days before compliance is called for.

B. ASCAP is hereby authorized to provide to the NRBMLC such of LICENSEE's financial information provided to ASCAP pursuant to this Agreement as the NRBMLC may request in connection with its representation of the radio industry, unless LICENSEE notifies ASCAP in writing to the contrary. The NRBMLC has agreed to treat as confidential any financial information provided to it by ASCAP pursuant to this Paragraph.

13. Right To Restrict.

A. ASCAP's members may restrict the Radio Broadcasting of their compositions, up to a maximum of 500 at any given time, only for the purpose of preventing harmful effect upon other interest under the copyrights of such works; provided, however, that (1) limited licenses will be granted upon application to ASCAP entirely free of additional charge if the copyright owners are unable to show reasonable hazards to their major interests likely to result from such Radio Broadcasting; (2) the right to restrict any composition will not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of the composition; (3) in no case will any charges, "free plugs," or other consideration be required for permission to perform a restricted composition; and (4) in no event will any composition be restricted after its initial radio broadcast for the purpose of confining further radio broadcasts to a particular artist, station, network, or program.

B. ASCAP may also in good faith restrict the Radio Broadcasting of any composition, over and above the number specified in the preceding subparagraph, only as to which any suit has been brought or threatened on a claim that the composition infringes a composition not contained in the ASCAP Repertory or on a claim that ASCAP does not have the right to license the public performance of the composition by Radio Broadcasting.

14. Miscellaneous.

A. LICENSEE shall have the right to terminate this license on ten (10) days' written notice in the event of termination, suspension, or any substantial alteration or variation of the terms and conditions of the governmental licenses covering the Station or any major interference with the operations of the Station due to governmental measures or restrictions.

B. ASCAP shall have the right to terminate this license on sixty (60) days' notice if there is any major interference with, or substantial increase in the cost of, our operation as a result of any law of the state, territory, dependency, possession, or political subdivision in which the Station is located that is applicable to the licensing of performing rights.

C. Except as otherwise expressly provided in this Agreement, any notice required or permitted to be given under this Agreement shall be in writing by email confirmed with a copy by recognized overnight delivery service to the party for whom it is intended, at its address stated above or any other address that either party hereto may from time to time designate for such purpose. Such notice shall be deemed given on the day of receipt of the overnight confirmation. Any such notice sent to ASCAP shall be to the attention of the Broadcast Licensing Department – Radio Licensing. Any such notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or to the General Manager or Business Manager of Station.

D. This Agreement (including documents incorporated by reference) constitutes the entire understanding between the parties and cannot be waived, added to, or modified orally. No waiver, addition, or modification shall be valid unless in writing and signed by the parties. This Agreement and its validity, construction, and effect shall be governed by the laws of the State of New York without giving effect to its law of conflict of laws. The fact that any provisions herein are found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provisions. No waiver by ASCAP of full performance of this Agreement by LICENSEE in any one or more

instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter, or of the right to cancel this Agreement in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement, made at New York, New York, has been duly executed by ASCAP and LICENSEE on _____.

(Month) (Day) (Year)

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE

(Full corporate or other name of station owner)

By _____

(Name and Title)

(Name and Title)

Exhibit A



Advocating Fairness in
Music Licensing for
Specialty and Talk Radio

November 17, 2015

Re: ASCAP 2008 NRBMLC Radio Station and Group License Agreements

Dear Ms. Matthews:

This letter sets forth the Agreement ("Agreement") reached between the American Society of Composers, Authors and Publishers ("ASCAP") and the National Religious Broadcasters Music License Committee ("NRBMLC") pertaining to certain provisions of the ASCAP 2008 NRBMLC Radio Station License Agreement (the "Station License") and the ASCAP 2008 NRBMLC Radio Group License Agreement (the "Group License") (together, the "2008 Licenses") covering the period January 1, 2008 through December 31, 2018 (the "License Term"). This Agreement is expressly incorporated in Paragraph 2.M of the Station License and is binding upon all commercial radio stations (collectively, the "Licensees") that (A) enter into the Station License or the Group License, (B) are otherwise currently paying license fees to ASCAP pursuant to the terms of the South Florida License Agreements identified in Paragraph 4.A of the Station License, or (C) otherwise satisfy the criteria set forth in Paragraph 14 of this Agreement and were licensed by virtue of the NRBMLC's request for licenses for stations it represents for periods after January 1, 2008 (the "NRBMLC Request").

The parties agree as follows:

1. Except as otherwise provided herein, for the period January 1, 2008 through December 31, 2013 (the "Retroactive Period"), the interim license terms and interim license fees billed to and payable by individual radio stations ("Interim Fees") pursuant to the South Florida License Agreements or the NRBMLC Request shall be considered final terms and license fees; provided, however, that stations paying interim license fees higher than they would have been required to pay under the South Florida License Agreements shall be entitled to a credit for payments in excess of the fees that would have applied under the South Florida License Agreements. ASCAP's right to collect unpaid license fees shall in no way be prejudiced by this paragraph. The South Florida License Agreements are incorporated herein by reference.

2. The percentage of Weighted Programming Periods that are Weighted Programming Periods Subject to Fee, as used in Paragraph 4.C(2) of the Station License, shall be determined by a written certification from a Licensee to ASCAP on the form set forth as

Attachment 1. The certification shall be provided to ASCAP within sixty (60) days following execution of the Station License. A Licensee shall revise the certification for any Station promptly upon any significant change in a Station's use of music.

3. For the License Term, there will be no credit against blanket license fees to account for otherwise-licensed ASCAP music.

4. For avoidance of doubt, the parties intend and agree to the following regarding the scope of license coverage for New Media Transmissions (as that term is defined in the Station License):

- a. That the Group License covers only those New Media Transmissions made by a radio station owner that are not otherwise licensed under the Station License. By way of example, the Group License is applicable to Salem Media Group's ChristianRadio.com transmissions that do not originate with a terrestrial radio station. The Group License is not to be used by radio station owners for the purpose of aggregating reporting to ASCAP for multiple terrestrial radio stations. Moreover, the Group License does not apply to audiovisual transmissions other than audiovisual advertising. Nothing herein shall affect any license request made by an applicant under ASCAP's Second Amended Final Judgment with respect to audiovisual transmissions not covered under the Group License or a Station License.
- b. That New Media Transmissions other than New Media Simulcasts of Your Radio Broadcasting (as that term is defined in the Station License) will be licensed under the Station License and the Group License only when a Licensee (in the case of the Station License) or a Licensee and that Licensee's Radio Group (as that term is defined in the Group License) making such New Media Transmissions in the aggregate (in the case of the Group License) generate substantially more of their revenue from Radio Broadcasting and New Media Simulcasts of Your Radio Broadcasting than from other New Media Transmissions.

5. ASCAP and the NRBMLC shall work in good faith to agree on the form Statement of Account to be used pursuant to Paragraph 4.G of the Station License. In the event that a Licensee is unable to file its Annual Report as required in Paragraph 4.G of the Station License due to issues beyond that Licensee's control, *e.g.*, site problems, password issues, power or Internet outages, etc., the Licensee may contact ASCAP by email prior to the April 1 deadline, at radiolicensing@ascap.com, to report the problem. ASCAP will attempt to resolve any issues within its control promptly and will notify the Licensee when the issue is resolved. The Licensee shall be granted a 15-day grace period to enable it to file its Annual Report.

6. If, as of January 1, 2015, there is reliable public information showing that industry-wide HD/multicasting revenues account for at least 25% of total industry-wide revenues, then each HD/multicasting channel shall be treated separately from the Station's terrestrial broadcast for purposes of determining whether fees should be paid on a program-period or blanket basis and the fee that should be paid (pursuant to Paragraphs 4.B and 4.C of the

Station License).

7. The deductions taken from Gross Revenues over the period from January 1, 2014 through December 31, 2018 (the "Prospective Period") by all Licensees will be compared to what the deductions would have been had the 11% deduction rate been applied to the sum of Gross Revenue from Radio Broadcasting and Gross Revenue from New Media Transmissions (not just to Gross Revenues from Radio Broadcasting). If the comparison over the entire Prospective Period yields a difference of greater than \$100,000 in license fees, ASCAP will be entitled to a refund of the dollars in excess of the \$100,000 cap. -

- a. In each year, as part of the Annual Adjustment process pursuant to Paragraph 4.K of the 2008 Licenses, ASCAP will make the comparison described above and will notify the NRBMLC of the results. If the \$100,000 cap has been exceeded, ASCAP shall be entitled to recoup the excess by imposing a fee on those Licensees who claimed a 25% standard deduction for Internet, wireless, or other "new media" uses, which fee shall be calculated by allocating the total amount in excess of \$100,000 among those Licensees on a pro rata basis in accordance with each Licensee's total license fees paid during the Prospective Period for New Media Transmissions and Radio Group Transmissions.
- b. In the event that the \$100,000 cap has been exceeded, ASCAP will notify Licensees that the deduction applicable to Gross Revenues from all activities covered by the 2008 Licenses will be 11% for the remainder of the License Term.
- c. In the event that ASCAP determines that the \$100,000 cap has been exceeded, the NRBMLC will have the right to review ASCAP's calculations to verify that the \$100,000 cap has been exceeded.

8. In the event that a Station experiences a significant decrease in Revenue Subject to Fee from Radio Broadcasting due to unforeseen circumstances, ASCAP and the NRBMLC shall meet to discuss a reduction in on-account monthly payments for such Station for the remainder of such calendar year. Notwithstanding any such agreed-upon reduction, fees shall be adjusted in accordance with Paragraph 4.K of the Station License or Group License as the case may be.

9. ASCAP represents and warrants to the NRBMLC that: (i) ASCAP has the right, power, and authority to grant the rights provided for in the 2008 Licenses and in this Agreement; (ii) there has been no material diminution of the ASCAP Repertory since January 1, 2008; and (iii) if any ASCAP Member (as that term is defined in the ASCAP Articles of Association) has withdrawn from ASCAP the right to license the right of public performance of New Media Transmissions (as that term is defined in the Compendium of ASCAP Rules and Regulations, and Policies Supplemental to the Articles of Association) or withdraws such rights during the License Term, such withdrawal of licensing rights from ASCAP has not precluded, and will not preclude, ASCAP from granting a through-to-the-audience license to perform any or all of the copyrighted musical works in the ASCAP repertory of that ASCAP Member to the NRBMLC stations pursuant to this Agreement for the duration of the License Term.

10. In the event that ASCAP shall obtain the right to license performances of works in the ASCAP Repertory by means of New Media Transmissions beyond the U.S. Territory during the term of the 2008 Licenses, Paragraph 3.A of the 2008 Licenses shall be deemed amended so as to include such performances within the scope of rights granted by those Licenses for the duration of the term of those Licenses.

11. If, during the term of the 2008 Licenses, any dispute arises between ASCAP and any Licensee concerning the interpretation of any of the provisions of this letter agreement or the 2008 Licenses that, in the judgment of ASCAP and/or the NRBMLC, has or may have impact broadly among the stations represented by the NRBMLC, ASCAP and the NRBMLC shall first endeavor to resolve such dispute, failing which either ASCAP or the NRBMLC may refer the matter to the judge with supervisory authority over the ASCAP Consent Decree. In the event of such a reference, either ASCAP or the NRBMLC, as a preliminary matter, shall be entitled to assert that the dispute between them is not properly dealt with under the terms of this provision.

12. ASCAP and the NRBMLC agree to confer by no later than February 1, 2018 to seek to agree upon final (and, if necessary, interim) license fees for periods subsequent to December 31, 2018. Nothing herein shall affect the rights of ASCAP, the NRBMLC, or any Licensees to seek a determination of reasonable fees or the fixing of interim fees for the period commencing January 1, 2019, pursuant to Section IX of the ASCAP Consent Decree.

13. ASCAP and the NRBMLC are entering into this Agreement without prejudice to any arguments or positions they or any Licensee may assert in any future rate proceeding concerning what constitutes reasonable blanket license or program-period license fees and terms for commercial radio stations.

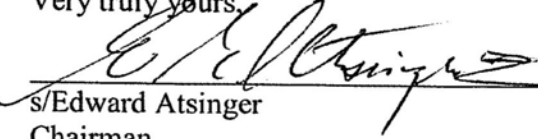
14. ASCAP and the NRBMLC have developed a list of radio stations that are currently eligible for the Station License. In addition, ASCAP will offer the Station License to radio stations meeting any of the following criteria:

- a. Full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that are acquired, launched, or otherwise owned by owners (or affiliates under common ownership or control of such owners) that own radio stations identified on list of radio stations that are eligible for the Station License.
- b. Other full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that broadcast in a religious, mixed music and talk, or spoken word format and that are owned by members of the National Religious Broadcasters Association (or are affiliates under common ownership or control with such members).
- c. Other full-power commercial stations not already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement that broadcast in a classical music format.

For avoidance of doubt, the exclusion of stations “already bound to the terms of the ASCAP-RMLC 2010 Radio Station License Agreement” refers only to radio stations bound under the terms of that agreement that remain under the same ownership that was in place as of Judge Cote’s January 27, 2012 Final Order adopting that agreement or that otherwise agreed to be bound under the terms of that agreement.

Please indicate your agreement to the above by signing and dating on the lines provided below.

Very truly yours,


s/Edward Atsinger
Chairman
National Religious Broadcasters Music License Committee

AGREED TO:

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS


s/Elizabeth Matthews
Chief Executive Officer

Dated: 11/30/15, 2015

ATTACHMENT 1



NRBMLC Radio Station Music Usage Certification Form

Date: _____

Call

Letters:

--	--	--	--

☐ AM☐ FM

ASCAP

Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Station Frequency: _____ FCC Community of License: City _____ ST _____

Legal Name of Licensee: _____

Group Owner: _____

Format: _____

Please provide a contact for Program Period music reporting below:

Contact Name: _____ Contact Email Address _____

Contact Title: _____ Contact Phone #: _____

Please indicate the average number of program periods¹ your station is normally on the air and the estimated number of program periods in which feature music² is played on an average weekday, Saturday, and Sunday during each of the following time periods (rounded to the nearest full program period):

Time Period	Program Periods On Air	Estimated Program Periods With Feature Music
Average Weekdays: 12am-6am (max 24 periods)	_____	_____
Average Weekdays: 6am-10am (max 16 periods)	_____	_____
Average Weekdays: 10am-3pm (max 20 periods)	_____	_____
Average Weekdays: 3pm-7pm (max 16 periods)	_____	_____
Average Weekdays: 7pm-12mid (max 20 periods)	_____	_____
Average Saturday: All Day (max 96 periods)	_____	_____
Average Sunday: All Day (max 96 periods)	_____	_____

Signature

Print Name of Signatory

Print Title of Signatory

Please scan and email to **BOTH** ASCAP and the NRBMLC:

ASCAP

Radiolicensing@ascap.com

NRBMLC

elizabeth.meyer@salem.cc

russh@salem.cc

¹ "Program Period" means a fifteen (15)-minute period of Radio Broadcasting (as defined in the license) on Station's primary terrestrial analog broadcast signal commencing on the hour and at fifteen (15), thirty (30), and forty-five (45) minutes past the hour without regard to whether such period contains one or more programs or announcements, subject to Paragraph 6 of the agreement between ASCAP and the NRBMLC.

² "Feature Music" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue, background music, Jingle, or in conjunction with an advertising, promotional, or public service announcement or logo. Note that your license only requires you to include program periods that contain feature music performances of ASCAP music. If you know that all feature music performances in a program period are not licensed to you by ASCAP (for example, because you have direct licenses), you do not need to include the period in your estimate.

Exhibit B

Date: _____

Station Frequency: _____ FCC Community of License: City _____ ST _____

Group Owner: _____

New Program Format:_____ Date of Change:_____

Effective Date of Conversion*	/	/
-------------------------------	---	---

Complete this section only if you are converting to a Program Period Basis

Contact Title: _____ Contact Phone #: _____

Time Period	Program Periods On Air	Program Periods With Feature Music
Average Weekdays: 12am-6am (max 24 periods)	_____	_____
Average Weekdays: 6am-10am (max 16 periods)	_____	_____
Average Weekdays: 10am-3pm (max 20 periods)	_____	_____
Average Weekdays: 3pm-7pm (max 16 periods)	_____	_____
Average Weekdays: 7pm-12mid (max 20 periods)	_____	_____
Average Saturday: All Day (max 96 periods)	_____	_____
Average Sunday: All Day (max 96 periods)	_____	_____

NRBMLC
russh@salem.cc
elizabeth.meyer@salem.cc

2. "Feature Music" means any performance that is either a principal focus of audience attention, such as a song or other musical composition, whether performed "live" or by means of a recording, or other feature musical subject matter on a radio program that is not a performance as a theme or signature, bridge, cue, background music, jingle, or in conjunction with an advertising, promotional, or public service announcement or logo. Note that your license only requires you to include program periods that contain feature music performances of ASCAP music. If you know that all feature music performances in a program period are not licensed to you by ASCAP (for example, because you have direct licenses), you do not need to include the period in your estimate.

Exhibit C



Local Manager Acknowledgment of ASCAP License Agreement

The undersigned [LOCAL MANAGER] hereby acknowledges and agrees that it has entered into a Local Management Agreement with LICENSEE and that in accordance with Paragraph 9.A of the foregoing ASCAP 2008 NRBMLC Radio Station License Agreement between ASCAP and LICENSEE, it has become a party to such License Agreement and assumes, with LICENSEE, all of the rights and obligations set forth in the foregoing License Agreement for the full period that the LOCAL MANAGER's Local Management Agreement with LICENSEE is in effect (the "Period"). LICENSEE and ASCAP hereby acknowledge that the foregoing License Agreement is hereby amended solely to deem [LOCAL MANAGER] an additional party to the License Agreement for the Period.

Dated: _____

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND
PUBLISHERS

[INSERT NAME OF LICENSEE]

By: _____
Name and Title

By: _____
Name and Title

[INSERT NAME OF LOCAL MANAGER]

By: _____
Name and Title

Station Call Letters: _____

City and State: _____

Effective Date of Local Management Agreement:

Address for Billing and Other Purposes:

EXHIBIT 3

LIST OF NRBMLC BOUND STATIONS AS OF DECEMBER 15, 2015

Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
KAGC	AM	Bryan Broadcasting Lic Sub Inc	16983	Bryan	TX	1/1/2010	
KAIM	FM	Salem Media Corporation	10950	Honolulu	HI	1/1/2008	
KAJN	FM	Agape Broadcasters, Inc.	56098	Crowley	LA	1/1/2010	
KAPR	AM	Good News Broadcasting Inc	68768	Douglas	AZ	6/1/2001	7/31/2012
KART	AM	Kart Broadcasting Co., Inc.	33445	Jerome	ID	1/1/2008	4/30/2012
KATY	FM	All Pro Broadcasting	33611	Idyllwild	CA	1/1/2008	
KAYX	FM	Bott Radio Network	6508	Richmond	MO	1/1/2008	
KBCL	AM	Barnabas Center Ministries	55968	Bossier City	LA	1/1/2010	
KBCV	AM	Bott Radio Network	129517	Hollister	MO	1/1/2008	
KBGN	AM	Wilson, Nelson & Karen.	48249	Caldwell	ID	1/1/2008	
KBIF	AM	Gore-Overgaard Broadcasting	9226	Fresno	CA	1/1/2008	
KBIQ	FM	Salem Media Corporation	73073	Manitou Springs	CO	1/1/2008	
KBJD	AM	Salem Media Corporation	87151	Denver	CO	1/1/2010	
KBRT	AM	Crawford Broadcasting Co.	34588	Avalon	CA	1/1/2008	
KBXL	FM	KSPD Inc	35628	Caldwell	ID	1/1/2008	
KCAT	AM	Elijah Mondy Jr	30138	Pine Bluff	AR	1/1/2010	
KCBC	AM	Crawford Broadcasting Co.	34587	Manteca	CA	1/1/2008	
KCBQ	AM	Salem Media Corporation	13509	San Diego	CA	1/1/2008	
KCCV	AM	Bott Radio Network	6491	Overland Park	KS	1/1/2008	
KCCV	FM	Bott Radio Network	6492	Olathe	KS	1/1/2008	
KCEE	AM	Good News Communications, Inc.	24590	Tucson	AZ	6/1/2009	
KCFO	AM	Friendship Broadcasting LP	22665	Tulsa	OK	1/1/2008	10/31/2015
KCGS	AM	Southland Broadcasting Corp.	56054	Marshall	AR	1/1/2010	12/31/2012
KCIV	FM	Bott Radio Network	6504	Mount Bullion	CA	1/1/2008	
KCMI	FM	Christian Media Inc	11069	Terrytown	NE	1/1/2008	
KCNW	AM	Wilkins Communications Network Inc.	10826	Fairway	KS	1/1/2008	
KCRO	AM	Salem Media Corporation	54902	Omaha	NE	1/1/2008	
KCTA	AM	Broadcasting Corporation of the Sou	7093	Corpus Christi	TX	1/1/2008	
KCVT	FM	Bott Radio Network	56244	Silver Lake	KS	1/1/2008	
KCXX	FM	All Pro Broadcasting	2398	Lake Arrowhead	CA	1/1/2008	
KDAR	FM	Salem Media Corporation	3077	Oxnard	CA	1/1/2008	
KDAZ	AM	Pan American Broadcasting	51424	Albuquerque	NM	1/1/2008	
KDB	FM	Pacific Broadcasting Company	51169	Santa Barbara	CA	1/1/2008	8/31/2014
KDIS	FM	Salem Media Corporation	47309	Little Rock	AR	2/1/2014	
KDLF	AM	Truth Broadcasting	6416	Boone	IA	1/1/2010	7/31/2011
KDOW	AM	Salem Media Corporation	65485	Palo Alto	CA	1/1/2008	
KDRY	AM	KDRY Radio Inc	47666	Alamo Heights	TX	1/1/2008	
KDZY	FM	KSPD Inc	82884	Mccall	ID	1/1/2008	
KELP	AM	McClatchey Broadcasting	40831	El Paso	TX	1/1/2010	
KERI	AM	Wilkins Communications Network Inc.	6640	Bakersfield	CA	1/1/2015	
KEXB	AM	Salem Media Corporation	49320	Plano	TX	10/1/2015	
KEYS	AM	Malkan Interactive Communications, LLC	39715	Corpus Christi	TX	1/1/2008	
KFAX	AM	Salem Media Corporation	24510	San Francisco	CA	1/1/2008	
KFIA	AM	Salem Media Corporation	50300	Carmichael	CA	1/1/2008	
KFIS	FM	Salem Media Corporation	50553	Scappoose	OR	1/1/2010	
KFSH	FM	Salem Media Corporation	2195	Anaheim	CA	1/1/2008	
KGBI	FM	Salem Media Corporation	24713	Omaha	NE	1/1/2010	
KGDN	FM	Read Broadcasting Network	71636	Pasco	WA	1/1/2010	
KGFL	AM	King-Sullivan Radio	71396	Clinton	AR	1/1/2008	
KGFT	FM	Salem Media Corporation	20579	Pueblo	CO	1/1/2008	
KGGR	AM	Mortenson Broadcasting Co.	8099	Dallas	TX	1/1/2010	
KGLE	AM	Friends of Christian Radio Inc	11016	Glendive	MT	1/1/2008	
KGMS	AM	Good News Communications, Inc.	53592	Tucson	AZ	1/1/2008	
KGNB	AM	New Braunfels Communications	48378	New Braunfels	TX	1/1/2008	
KGNC	AM	MCC Radio, LLC	63159	Amarillo	TX	1/1/2008	
KGNM	AM	Orama, Inc.	50511	St. Joseph	MO	1/1/2010	
KGNW	AM	Salem Media Corporation	28819	Burien-seattle	WA	1/1/2008	

LIST OF NRBMLC BOUND STATIONS AS OF DECEMBER 15, 2015

Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
KGRV	AM	Pacific Cascade Communications	51181	Redding	CA	1/1/2010	
KGU	AM	Salem Media Corporation	53705	Honolulu	HI	1/1/2008	
KGU	FM	Salem Media Corporation	641	Honolulu	HI	1/1/2010	
KGWV	AM	Gallatin Valley Witness, Inc.	11011	Belgrade	MT	1/1/2008	
KHAC	AM	Western Indian Ministries Inc.	71796	Tse Bonito	NM	1/1/2010	
KHCA	FM	KHCA Inc	34525	Wamego	KS	1/1/2010	
KHCM	AM	Salem Media Corporation	10934	Honolulu	HI	1/1/2008	
KHCM	FM	Salem Media Corporation	34620	Honolulu	HI	1/1/2008	
KHNR	AM	Salem Media Corporation	16742	Honolulu	HI	1/1/2010	
KHRT	AM	Faith Broadcasting Inc.	20483	Minot	ND	1/1/2010	
KHRT	FM	Faith Broadcasting Inc.	20488	Minot	ND	1/1/2010	
KHVN	AM	Mortenson Broadcasting Co.	63780	Fort Worth	TX	1/1/2010	
KIAM	AM	Voice for Christ Ministries, Inc.	70450	Nenana	AK	1/1/2008	
KIDR	AM	Gore-Overgaard Broadcasting	6383	Phoenix	AZ	2/1/2009	12/31/2012
KIOU	AM	Wilkins Communications Network Inc.	33714	Shreveport	LA	12/1/2008	
KIRV	AM	Gore-Overgaard Broadcasting	48513	Fresno	CA	1/1/2008	2/28/2013
KJAA	AM	Good News Broadcasting Inc	24161	Globe	AZ	1/1/2008	10/31/2008
KJAK	FM	Williams Broadcasting Group	72773	Slaton	TX	1/1/2008	
KJIW	FM	Elijah Mondy Jr	19237	Helena	AR	1/1/2010	
KJJR	AM	Bee Broadcasting	4578	Whitefish	MT	1/1/2008	
KJRG	AM	Bott Radio Network	35021	Newton	KS	1/1/2008	
KJSL	AM	Crawford Broadcasting Co.	73299	St. Louis	MO	1/1/2008	9/30/2013
KJTX	FM	Wisdom Ministries, Inc.	73065	Jefferson	TX	1/1/2010	
KKBA	FM	Malkan Interactive Communications, LLC	34918	Kingsville	TX	1/1/2010	
KKFS	FM	Salem Media Corporation	56366	Lincoln	CA	1/1/2008	
KKGM	AM	Mortenson Broadcasting Co.	87147	Ft. Worth	TX	1/1/2010	
KKGO	FM	Mount Wilson FM Broadcasters	43939	Los Angeles	CA	1/1/2008	
KKHT	FM	Salem Media Corporation	57801	Winnie	TX	1/1/2008	
KKIM	AM	Wilkins Communications Network Inc.	25524	Albuquerque	NM	1/1/2015	
KKLA	FM	Salem Media Corporation	48453	Los Angeles	CA	1/1/2008	
KKLL	AM	New Life Evangelistic Center Inc.	17128	Webb City	MO	1/1/2010	
KKLO	AM	New Life Evangelistic Center Inc.	10345	Leavenworth	KS	1/1/2010	
KKMC	AM	Monterey County Broadcasters Inc	43603	Gonzales	CA	1/1/2008	
KKMO	AM	Salem Media Corporation	33301	Tacoma	WA	1/1/2008	12/31/2010
KKMS	AM	Salem Media Corporation	18518	Eagan	MN	1/1/2008	
KKNO	AM	Robert C. Blakes Enter. Inc.	56784	Gretna	LA	1/1/2010	
KKNT	AM	Salem Media Corporation	13508	Phoenix	AZ	1/1/2008	
KKOL	AM	Salem Media Corporation	20355	Seattle	WA	1/1/2008	
KKOL	FM	Salem Media Corporation	70384	Aiea	HI	1/1/2010	
KKPZ	AM	Crawford Broadcasting Co.	4113	Portland	OR	1/1/2008	
KKSP	FM	Salem Media Corporation	39751	Bryant	AR	10/1/2015	
KKVV	AM	Las Vegas Broadcasters	36642	Las Vegas	NV	1/1/2008	
KKXX	AM	Butte Broadcasting Company Inc	7909	Paradise	CA	1/1/2008	
KLBW	AM	Chapel of Light	6559	New Boston	TX	1/1/2010	
KLDC	AM	Crawford Broadcasting Co.	12364	Brighton	CO	1/1/2008	
KLEX	AM	Bott Radio Network	6507	Lexington	MO	1/1/2008	
KLFE	AM	Salem Media Corporation	12031	Seattle	WA	1/1/2008	
KLHC	AM	Gore-Overgaard Broadcasting	61420	Bakersfield	CA	1/1/2008	1/31/2014
KLHT	AM	Calvary Chapel Honolulu	8415	Honolulu	HI	1/1/2008	
KLIC	AM	Media Ministries	22171	Richwood	LA	1/1/2008	2/28/2013
KLIV	AM	Empire Broadcasting Corp	19531	San Jose	CA	1/1/2008	
KLJT	FM	Waller Broadcasting	57204	Jacksonville	TX	1/1/2008	12/31/2008
KLJY	FM	Lutheran Church-Missouri Synod	65924	Clayton	MO	1/1/2008	6/30/2010
KLLB	AM	United Security Financial Inc	68865	West Jordan	UT	1/1/2010	
KLNG	AM	Wilkins Communications Network Inc.	72464	Council Bluffs	IA	1/1/2008	
KLTE	FM	Bott Radio Network	66670	Kirksville	MO	1/1/2008	
KLTT	AM	Crawford Broadcasting Co.	35191	Commerce City	CO	1/1/2008	

LIST OF NRBMLC BOUND STATIONS AS OF DECEMBER 15, 2015

Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
KLTY	FM	Salem Media Corporation	2809	Arlington	TX	1/1/2010	
KLUP	AM	Salem Media Corporation	34975	Terrell Hills	TX	1/1/2008	
KLVZ	AM	Crawford Broadcasting Co.	35089	Denver	CO	1/1/2010	
KLZ	AM	Crawford Broadcasting Co.	35088	Denver	CO	1/1/2010	
KMAN	AM	Seaton Stations	39783	Manhattan	KS	1/1/2008	
KMHM	FM	SOUTHERN GOSPITALITY LLC	26174	Lutesville	MO	1/1/2008	
KMVG	AM	Mortenson Broadcasting Co.	41561	Gladstone	MO	1/1/2010	
KMZT	FM	Mount Wilson FM Broadcasters	183343	Big Sur	CA	1/1/2014	
KNDI	AM	Broadcast House of the Pacific	37065	Honolulu	HI	1/1/2008	7/31/2013
KNDR	FM	Central Dakota Enterprises	9869	Mandan	ND	1/1/2008	
KNOF	FM	Selby Gospel Broadcasting	59624	St. Paul	MN	1/1/2008	
KNPT	AM	Yaquina Bay Communications Inc	9853	Newport	OR	1/1/2008	
KNRY	AM	Mount Wilson FM Broadcasters	35276	Los Angeles	CA	1/1/2015	
KNSN	AM	Crawford Broadcasting Co.	30831	San Diego	CA	9/1/2014	
KNTH	AM	Salem Media Corporation	61174	Houston	TX	1/1/2008	
KNTS	AM	Salem Media Corporation	87153	Seattle	WA	1/1/2010	
KNUS	AM	Salem Media Corporation	42377	Denver	CO	1/1/2008	
KNXN	AM	Good News Communications, Inc.	57528	Sierra Vista	AZ	1/1/2008	
KOKE	FM	REO Radio Group, LLC	88370	Thorndale	TX	1/1/2010	4/30/2015
KOLE	AM	Voice in the Wilderness Broadcastin	62238	Port Arthur	TX	1/1/2008	2/29/2008
KOMY	AM	Zwerling Broadcasting Systems	22694	La Selva Beach	CA	1/1/2008	
KOTK	AM	Salem Media Corporation	50307	Omaha	NE	1/1/2008	
KPCL	FM	Voice Ministries Of Farmington	70444	Farmington	NM	1/1/2010	
KPDQ	AM	Salem Media Corporation	58628	Portland	OR	1/1/2008	
KPDQ	FM	Salem Media Corporation	58629	Portland	OR	1/1/2008	
KPRO	AM	Impact Radio, Inc.	50281	Riverside	CA	1/1/2010	
KPRZ	AM	Salem Media Corporation	54461	San Marcos	CA	1/1/2008	
KPSM	FM	Living Word Church	73699	Brownwood	TX	1/1/2008	2/29/2008
KPSM	FM	BLM of Brownwood, Inc.	73699	Brownwood	TX	1/1/2010	
KPXI	FM	Salem Media Corporation	29916	Overton	TX	1/1/2008	5/31/2009
KPXQ	AM	Salem Media Corporation	55912	Glendale	AZ	1/1/2008	
KQCV	AM	Bott Radio Network	6487	Oklahoma City	OK	1/1/2008	
KQPN	AM	F.W. Robbert Broadcasting	48749	West Memphis	AR	8/1/2010	
KRCM	AM	Voice in the Wilderness Broadcastin	14228	Beaumont	TX	1/1/2008	8/31/2011
KRDY	AM	Salem Media Corporation	26310	San Antonio	TX	2/1/2014	
KRKS	AM	Salem Media Corporation	58632	Denver	CO	1/1/2008	
KRKS	FM	Salem Media Corporation	58631	Lafayette	CO	1/1/2008	
KRLA	AM	Salem Media Corporation	61267	Glendale	CA	1/1/2008	
KRTK	AM	KSPD Inc	24627	Chubbuck	ID	10/1/2011	
KRTY	FM	Empire Broadcasting Corp	35569	Los Gatos	CA	1/1/2008	
KRVA	AM	Mortenson Broadcasting Co.	54730	Cockrell Hill	TX	1/1/2010	1/31/2012
KRYP	FM	Salem Media Corporation	82062	Gladstone	OR	1/1/2008	
KSAC	FM	Salem Media Corporation	51220	Dunnigan	CA	1/1/2010	
KSCO	AM	Zwerling Broadcasting Systems	41594	Santa Cruz	CA	1/1/2008	
KSGI	AM	Agape Communications, Inc.	610	Wichita	KS	1/1/2008	
KSIV	AM	Bott Radio Network	6499	Clayton	MO	1/1/2008	
KSKY	AM	Salem Media Corporation	6591	Balch Springs	TX	1/1/2008	
KSLR	AM	Salem Media Corporation	58634	San Antonio	TX	1/1/2008	
KSPD	AM	KSPD Inc	35627	Boise	ID	1/1/2008	
KSPO	FM	Read Broadcasting Network	31495	Dishman	WA	1/1/2010	
KSTL	AM	Crawford Broadcasting Co.	73300	St. Louis	MO	1/1/2008	5/31/2014
KSUN	AM	Fiesta Radio Inc	21430	Phoenix	AZ	1/1/2008	
KTAC	FM	Read Broadcasting Network	68158	Ephrata	WA	1/1/2010	
KTBA	AM	Western Indian Ministries Inc.	71794	Tuba City	AZ	1/1/2010	
KTBI	AM	Read Broadcasting Network	68159	Ephrata	WA	1/1/2010	
KTEK	AM	Salem Media Corporation	10827	Alvin	TX	1/1/2008	2/29/2008
KTEK	AM	Salem Media Corporation	10827	Alvin	TX	12/1/2011	

LIST OF NRBMLC BOUND STATIONS AS OF DECEMBER 15, 2015

Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
KTIA	FM	Truth Broadcasting	6417	Boone	IA	1/1/2010	
KTIE	AM	Salem Media Corporation	58808	San Bernardino	CA	1/1/2008	
KTIP	AM	Stoneburner, Larry & Marilyn	17388	Porterville	CA	1/1/2008	
KTZK	AM	Salem Media Corporation	59599	Sacramento	CA	1/1/2008	
KTLV	AM	First Choice Broadcasting	21555	Midwest City	OK	1/1/2008	
KTNO	AM	Mortenson Broadcasting Co.	34562	University Park	TX	1/1/2010	12/31/2011
KTNO	AM	Salem Media Corporation	34562	University Park	TX	1/1/2012	
KTRW	AM	Read Broadcasting Network	13568	Opportunity	WA	1/1/2010	
KUIK	AM	Dolphin Communications, Inc.	17063	Hillsboro	OR	1/1/2008	
KUTR	AM	Julie Epperson	129372	Taylorsville	UT	1/1/2010	12/31/2010
KUTR	AM	Truth Broadcasting	129372	Taylorsville	UT	1/1/2011	
KVOI	AM	Good News Communications, Inc.	13969	Cortaro	AZ	1/1/2008	
KWDF	AM	Wilkins Communications Network Inc.	3641	Ball	LA	8/1/2008	
KWIM	FM	Western Indian Ministries Inc.	71795	Window Rock	AZ	1/1/2010	
KWKY	AM	Putbrese Communications,Ltd.	49099	Des Moines	IA	1/1/2008	
KWRD	FM	Salem Media Corporation	6560	Highland Village	TX	1/1/2008	
KWVE	AM	Calvary Chapel of Costa Mesa, Inc.	54760	Oildale	CA	10/1/2009	
KWVE	FM	Calvary Chapel of Costa Mesa, Inc.	8410	San Clemente	CA	1/1/2008	
KWWJ	AM	Martin Broadcasting Inc.	58724	Baytown	TX	1/1/2010	
KXEN	AM	Radio Property Ventures	54739	St. Louis	MO	1/1/2008	
KXKS	AM	Wilkins Communications Network Inc.	13789	Albuquerque	NM	1/1/2008	
KXLE	AM	KXLE Inc	35958	Ellensburg	WA	1/1/2008	
KXMX	AM	Salem Media Corporation	2194	Paramount	CA	1/1/2008	1/31/2011
KXXT	AM	Salem Media Corporation	54742	Tolleson	AZ	10/1/2014	
KYAK	AM	Read Broadcasting Network	36030	Yakima	WA	1/1/2010	
KYCA	AM	Southwest Broadcasting Co.	61433	Prescott	AZ	1/1/2010	
KYCR	AM	Salem Media Corporation	10828	Golden Valley	MN	1/1/2008	
KYIX	FM	Butte Broadcasting Company Inc	7914	South Oroville	CA	1/1/2008	
KYKD	FM	Voice for Christ Ministries, Inc.	70442	Bethel	AK	1/1/2008	
KYTT	FM	Lighthouse Radio Corp.	29596	Coos Bay	OR	1/1/2010	
KZNT	AM	Salem Media Corporation	70825	Colorado Springs	CO	1/1/2008	
WABJ	AM	Friends Communications	22648	Adrian	MI	1/1/2008	
WACE	AM	Carter Broadcasting Corporation	9194	Chicopee	MA	1/1/2010	
WADV	AM	Wadv Radio, Inc.	20401	Lebanon	PA	1/1/2010	
WAEK	AM	Beasley Broadcast Group	22132	Atlanta	GA	1/1/2010	
WAFS	AM	Salem Media Corporation	72111	Atlanta	GA	1/1/2008	
WAIM	AM	Palmetto Broadcasting Corp	51346	Anderson	SC	1/1/2010	
WALO	AM	Ochoa Broadcasting Corporation	50011	Humacao	PR	1/1/2008	
WAMD	AM	Salem Media Corporation	39550	Aberdeen	MD	3/1/2009	2/28/2011
WAMN	AM	Baker Family Stations	70851	Green Valley	WV	1/1/2008	11/30/2009
WAMT	AM	Genesis Communications	15877	Pine Castle-sky Lake	FL	1/1/2008	
WARV	AM	Blount Communications Group	5882	Warwick	RI	1/1/2008	
WASG	AM	Wilkins Communications Network Inc.	51141	Atmore	AL	11/1/2011	
WATX	AM	JWC Broadcasting GP	39797	Algood	TN	1/1/2008	1/31/2012
WAUK	AM	Salem Media Corporation	10824	Jackson	WI	1/1/2008	3/31/2008
WAVA	AM	Salem Media Corporation	54465	Arlington	VA	1/1/2008	
WAVA	FM	Salem Media Corporation	4644	Arlington	VA	1/1/2008	
WAYE	AM	Richmond Broadcasting,Inc.	5354	Birmingham	AL	11/1/2011	
WBCI	FM	Blount Communications Group	33288	Bath	ME	1/1/2008	
WBCR	AM	Blount County Broadcasting	5887	Alcoa	TN	1/1/2008	
WBGK	AM	Baker Family Stations	5284	Point Pleasant	WV	1/1/2008	
WBGX	AM	Great Lakes Radio, Inc.	40147	Harvey	IL	1/1/2008	
WBHY	AM	Goforth Media Inc	24453	Mobile	AL	1/1/2008	
WBIX	AM	Salem Media Corporation	48403	Boston	MA	10/1/2015	
WBLA	AM	Christan Listening Network Inc	59467	Elizabethtown	NC	1/1/2010	1/31/2013
WBLA	AM	Baldwin Branch Missionary Baptist Church	59467	Elizabethtown	NC	2/1/2013	
WBLB	AM	WBLB Radio, Inc	48921	Pulaski	VA	1/1/2008	

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Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WBOB	AM	Chesapeake-Portsmouth Bcg.Corp	29736	Jacksonville	FL	1/1/2008	4/30/2010
WBOB	AM	Chesapeake-Portsmouth Bcg.Corp	53588	Jacksonville	FL	12/1/2010	
WBOB	FM	Julie Epperson	164202	Enfield	NC	1/1/2010	3/31/2011
WBOB	FM	Truth Broadcasting	164202	Enfield	NC	4/1/2011	4/30/2012
WBOZ	FM	Salem Media Corporation	15531	Woodbury	TN	1/1/2008	
WBRG	AM	Tri-County Broadcasting Incorporate	67704	Lynchburg	VA	1/1/2008	
WBRI	AM	Wilkins Communications Network Inc.	54706	Indianapolis	IN	1/1/2008	
WBTX	AM	Massanutten Broadcasting Co. Inc.	40649	Broadway-timberville	VA	1/1/2010	
WBXR	AM	Wilkins Communications Network Inc.	8999	Hazel Green	AL	1/1/2008	
WBYG	FM	Baker Family Stations	5283	Point Pleasant	WV	1/1/2008	
WBYN	FM	Wdac Radio Company	71310	Boyertown	PA	1/1/2010	
WBZS	AM	Salem Media Corporation	67578	Pawtucket	RI	3/1/2011	3/31/2012
WBZW	AM	Salem Media Corporation	1185	Apopka	FL	1/1/2008	
WCAA	FM	New York Times Co	29022	New York	NY	1/1/2008	9/30/2009
WCBM	AM	Mangione Broadcasting	4759	Baltimore	MD	1/1/2008	
WCBR	AM	W.C.B.R. Radio, Inc.	70617	Richmond	KY	1/1/2010	
WCCC	AM	Marlin Broadcasting LLC	25073	West Hartford	CT	1/1/2008	7/31/2014
WCGL	AM	Jbd Communications Inc	30609	Jacksonville	FL	1/1/2010	
WCGW	AM	Christian Broadcasting Systems	43865	Nicholasville	KY	1/1/2010	
WCHP	AM	Butte Broadcasting Company Inc	10130	Champlain	NY	1/1/2008	
WCLN	FM	Christan Listening Network Inc	11066	Clinton	NC	1/1/2010	
WCLV	FM	RADIO SEAWAY, INC.	70109	Lorain	OH	1/1/2008	12/31/2012
WCMR	AM	Progressive Bcg. System, Inc.	53650	Elkhart	IN	1/1/2010	
WCPC	AM	Wilkins Communications Network Inc.	71291	Houston	MS	1/1/2008	
WCPK	AM	Chesapeake-Portsmouth Bcg.Corp	64003	Chesapeake	VA	4/1/2015	
WCRM	AM	Manna Christian Mission	39798	Fort Myers	FL	1/1/2008	10/31/2008
WCRN	AM	Carter Broadcasting Corporation	9201	Worcester	MA	1/1/2008	
WCRT	AM	Bott Radio Network	25031	Donelson	TN	1/1/2008	
WCRU	AM	Truth Broadcasting	8503	Dallas	NC	1/1/2010	
WCRV	AM	Bott Radio Network	6486	Collierville	TN	1/1/2008	
WCTL	FM	Inspiration Time	28774	Union City	PA	1/1/2008	
WCVG	AM	Great Lakes Radio, Inc.	56220	Covington	KY	6/1/2010	
WCVX	AM	Christian Broadcasting Systems	35065	Florence	KY	1/1/2010	
WDAC	FM	Wdac Radio Company	71309	Lancaster	PA	1/1/2010	
WDAY	AM	Forum Communications Co	22126	Fargo	ND	1/1/2008	
WDCA	AM	Crawford Broadcasting Co.	833	Albany	NY	1/1/2008	1/31/2008
WDCT	AM	Family Radio Ltd	20668	Fairfax	VA	1/1/2008	
WDCX	AM	Crawford Broadcasting Co.	1906	Rochester	NY	1/1/2008	
WDCX	FM	Crawford Broadcasting Co.	34820	Buffalo	NY	1/1/2008	
WDCZ	AM	Crawford Broadcasting Co.	27668	Buffalo	NY	12/1/2012	
WDER	AM	Blount Communications Group	61615	Derry	NH	1/1/2008	
WDER	FM	Blount Communications Group	52399	Peterborough	NH	8/1/2012	
WDFB	AM	Alum Springs Vision & Outreach	1197	Junction City	KY	1/1/2010	
WDJC	FM	Crawford Broadcasting Co.	34819	Birmingham	AL	1/1/2010	
WDRU	AM	Truth Broadcasting	53104	Wake Forest	NC	1/1/2008	
WDTK	AM	Salem Media Corporation	68641	Detroit	MI	1/1/2008	
WDWD	AM	Salem Media Corporation	8623	Atlanta	GA	5/1/2015	
WDYZ	AM	Salem Media Corporation	23442	Orlando	FL	4/1/2015	
WDZY	AM	Wilkins Communications Network Inc.	21723	Colonial Heights	VA	1/1/2014	
WEBJ	AM	Brewton Broadcasting Inc	19823	Brewton	AL	1/1/2008	
WECK	AM	Culver Communications	1914	Cheektowaga	NY	2/1/2008	
WEDJ	FM	Continental Broadcast Group LLC	13794	Danville	IN	1/1/2008	
WEGO	AM	Truth Broadcasting	40996	Winston-salem	NC	1/1/2010	8/31/2010
WEGO	AM	Truth Broadcasting	40996	Winston-salem	NC	1/1/2013	
WEIC	AM	Miller Group	12485	Charleston	IL	10/1/2011	12/31/2013
WEJS	AM	Covenant Broadcasting Company	14223	Jersey Shore	PA	1/1/2008	12/31/2013
WEKT	AM	M & R Broadcasting Inc	39460	Elkton	KY	1/1/2010	

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Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WELP	AM	Wilkins Communications Network Inc.	27423	Easley	SC	1/1/2008	
WEMM	FM	Mortenson Broadcasting Co.	43860	Huntington	WV	1/1/2010	
WESY	AM	East Delta Communications Inc.	18211	Leland	MS	1/1/2010	
WETR	AM	Tom Moffit	65205	Knoxville	TN	1/1/2008	
WEXL	AM	Crawford Broadcasting Co.	61679	Royal Oak	MI	1/1/2010	
WEZE	AM	Salem Media Corporation	3594	Boston	MA	1/1/2008	
WFAM	AM	Wilkins Communications Network Inc.	20595	Augusta	GA	1/1/2008	
WFAH	AM	Newcomb Broadcasting	48732	Falls Church	VA	1/1/2008	
WFCA	FM	French Camp Academy Radio Inc	22628	Ackerman	MS	1/1/2008	
WFCC	FM	Charles River Broadcasting	17066	Chatham	MA	1/1/2008	1/31/2008
WFCJ	FM	Miami Valley Christian Broadcasting	41457	Miamisburg	OH	1/1/2008	
WFCV	AM	Bott Radio Network	6489	Fort Wayne	IN	1/1/2008	
WFCV	FM	Bott Radio Network	71464	Bluffton	IN	9/1/2011	
WFFG	AM	Great Marathon Radio Co	65664	Marathon	FL	1/1/2008	
WFFH	FM	Salem Media Corporation	68347	Smyrna	TN	1/1/2010	
WFFI	FM	Salem Media Corporation	18714	Kingston Springs	TN	1/1/2010	
WFGW	FM	Billy Graham Evangelistic Associati	76263	Norris	TN	3/1/2012	
WFHM	FM	Salem Media Corporation	54778	Cleveland	OH	1/1/2010	
WFIA	AM	Salem Media Corporation	55504	Indian Hills	KY	1/1/2008	
WFIA	FM	Salem Media Corporation	48371	New Albany	IN	1/1/2008	
WFIF	AM	Blount Communications Group	33246	Milford	CT	1/1/2008	
WFIL	AM	Salem Media Corporation	52193	Philadelphia	PA	1/1/2008	
WFMO	AM	Truth Broadcasting	53609	Fairmont	NC	4/1/2015	
WFMT	FM	Window to the World Comm Inc	10801	Chicago	IL	1/1/2008	
WFRI	FM	Progressive Bcg. System, Inc.	53645	Winamac	IN	1/1/2010	
WFRN	FM	Progressive Bcg. System, Inc.	53639	Elkhart	IN	1/1/2010	
WFRR	FM	Christian Friends Bcg. Inc.	11041	Walton	IN	1/1/2010	
WFSH	FM	Salem Media Corporation	56390	Athens	GA	1/1/2008	
WGAS	AM	Victory Christian Center Inc	39515	South Gastonia	NC	1/1/2008	
WGBW	AM	WTRW Inc	74127	Two Rivers	WI	1/1/2008	
WGCL	AM	Sarkes Tarzian Inc.	59131	Bloomington	IN	1/1/2008	
WGGN	FM	Christian Faith Broadcasting	11028	Castalia	OH	1/1/2010	
WGKA	AM	Salem Media Corporation	65976	Atlanta	GA	1/1/2008	
WGMA	AM	Moonglow Broadcasting, Inc.	43713	Spindale	NC	1/1/2010	9/30/2012
WGMD	FM	Resort Broadcasting Co	55906	Rehoboth Beach	DE	1/1/2008	
WGNU	AM	Radio Property Ventures	49042	Granite City	IL	1/1/2008	
WGQR	FM	Christan Listening Network Inc	60881	Elizabethtown	NC	1/1/2010	
WGRI	AM	Christian Broadcasting Systems	25525	Cincinnati	OH	1/1/2010	
WGTI	FM	Lifeline Ministries Inc	173	Windsor	NC	1/1/2010	11/30/2011
WGTK	AM	Salem Media Corporation	63936	Louisville	KY	1/1/2008	
WGTK	FM	Salem Media Corporation	73296	Greenville	SC	1/1/2013	
WGUL	AM	Salem Media Corporation	1177	Dunedin	FL	1/1/2008	
WHBK	AM	Southern Broadcasting Inc (NC)	61264	Marshall	NC	1/1/2008	4/30/2010
WHBK	AM	Seay Broadcasting, Inc.	61264	Marshall	NC	5/1/2010	
WHBO	AM	Genesis Communications	41383	Pinellas Park	FL	1/1/2008	
WHIM	AM	Salem Media Corporation	74165	Coral Gables	FL	4/1/2008	
WHIT	AM	Mid-West Management, Inc.	19622	Madison	WI	1/1/2008	
WHK	AM	Salem Media Corporation	72299	Cleveland	OH	1/1/2008	
WHKT	AM	Chesapeake-Portsmouth Bcg.Corp	87170	Portsmouth	VA	5/1/2010	
WHKW	AM	Salem Media Corporation	14772	Cleveland	OH	1/1/2008	
WHKZ	AM	Salem Media Corporation	57235	Warren	OH	1/1/2008	
WHME	FM	LeSEA Broadcasting Corp.	37149	South Bend	IN	1/1/2010	
WHOO	AM	Genesis Communications	54573	Kissimmee	FL	1/1/2008	
WIAM	AM	Lifeline Ministries Inc	37450	Williamston	NC	1/1/2010	
WIBT	FM	Elijah Mondy Jr	43459	Greenville	MS	1/1/2010	
WIBW	AM	MCC Radio, LLC	63169	Topeka	KS	1/1/2008	
WIDS	AM	Hammond Broadcasting Inc	37447	Russell Springs	KY	1/1/2008	

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Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WIGN	AM	Sunshine Broadcasters Inc	63979	Bristol	TN	1/1/2008	3/31/2011
WIJD	AM	Wilkins Communications Network Inc.	53144	Prichard	AL	1/1/2008	
WIMG	AM	Morris Broadcasting Company	14635	Ewing	NJ	1/1/2008	
WIND	AM	Salem Media Corporation	67068	Chicago	IL	1/1/2008	
WIOK	FM	Hammond Broadcasting Inc	1298	Falmouth	KY	1/1/2008	
WITA	AM	F.W. Robbert Broadcasting	73076	Knoxville	TN	1/1/2008	
WITK	AM	Wilkins Communications Network Inc.	70868	Pittston	PA	1/1/2008	
WIXC	AM	Genesis Communications	54505	Titusville	FL	1/1/2008	
WJBZ	FM	Seymour Comms	59808	Seymour	TN	1/1/2010	
WJCV	AM	Down East Broadcasting Co Inc	8183	Jacksonville	NC	1/1/2008	
WJIV	FM	Christian Broadcasting Systems	73138	Cherry Valley	NY	1/1/2010	
WJJO	FM	Mid-West Management, Inc.	73142	Watertown	WI	1/1/2008	
WJKW	FM	Christian Faith Broadcasting	11035	Athens	OH	1/1/2010	
WJLD	AM	Richardson Broadcasting Corporation	56299	Fairfield	AL	1/1/2008	
WJMD	FM	Hazard BCG Services	26496	Hazard	KY	1/1/2010	
WJMM	FM	Christian Broadcasting Systems	22085	Keene	KY	1/1/2010	
WJSA	FM	Covenant Broadcasting Company	33085	Jersey Shore	PA	1/1/2008	
WKAT	AM	Salem Media Corporation	27713	North Miami	FL	1/1/2008	
WKBA	AM	Moran, David H.	67180	Vinton	VA	1/1/2010	
WKDI	AM	Baker Family Stations	4131	Denton	MD	1/1/2008	
WKEI	AM	Virden Broadcasting Corp.	70276	Kewanee	IL	1/1/2008	
WKEW	AM	Truth Broadcasting	73156	Greensboro	NC	1/1/2008	
WKGM	AM	Baker Family Stations	73160	Smithfield	VA	1/1/2008	
WKPA	AM	Moran, David H.	59709	Lynchburg	VA	1/1/2010	
WKQA	AM	BOOTH - COBB MEDIA, LLC	29597	Norfolk	VA	7/1/2014	
WKRA	AM	Autry, Billy	5333	Holly Springs	MS	1/1/2008	
WKRA	FM	Autry, Billy	5334	Holly Springs	MS	1/1/2008	
WKTR	AM	Baker Family Stations	73191	Earlsville	VA	1/1/2008	
WKTX	AM	Kossanyi Family	42365	Cortland	OH	1/1/2008	
WKVG	AM	Martins & Assoc Inc	40502	Jenkins	KY	1/1/2008	
WKWL	AM	Robert John Williamson	21743	Floral	AL	1/1/2008	
WLCC	AM	Salem Media Corporation	71212	Brandon	FL	8/1/2012	
WLCM	AM	Christian Broadcasting Systems	42076	Charlotte	MI	1/1/2010	
WLEO	AM	Uno Radio Group	52943	Ponce	PR	1/1/2008	
WLES	AM	Chesapeake-Portsmouth Bcg.Corp	72504	Lawrenceville	VA	1/1/2010	
WLGA	FM	Crawford Broadcasting Co.	34818	Webster	NY	1/1/2008	11/30/2009
WLIH	FM	Good Christian Radio Inc	24576	Whitneyville	PA	1/1/2010	
WLKX	FM	LAKES BROADCASTING CO INC	36404	Forest Lake	MN	1/1/2008	
WLMR	AM	Wilkins Communications Network Inc.	24721	Chattanooga	TN	1/1/2008	
WLMV	AM	Mid-West Management, Inc.	41901	Madison	WI	1/1/2008	
WLNL	AM	Trinity Media Ltd	37481	Horseheads	NY	1/1/2008	
WLOK	AM	Gilliam Communications, Inc.	24214	Memphis	TN	1/1/2010	
WLPR	AM	Goforth Media Inc	24454	Prichard	AL	1/1/2008	
WLQV	AM	Salem Media Corporation	42081	Detroit	MI	1/1/2008	
WLRD	FM	Christian Faith Broadcasting	81963	Willard	OH	1/1/2010	
WLRM	AM	F.W. Robbert Broadcasting	15670	Millington	TN	1/1/2010	
WLRT	AM	Christian Broadcasting Systems	36525	Nicholasville	KY	1/1/2010	
WLSG	AM	Carolina Christian Radio	58364	Wilmington	NC	1/1/2010	11/30/2011
WLSS	AM	Salem Media Corporation	59126	Sarasota	FL	1/1/2008	
WLTA	AM	Salem Media Corporation	42660	Alpharetta	GA	1/1/2008	
WLTE	FM	Salem Media Corporation	170949	Pendleton	SC	4/1/2015	
WLTG	AM	Hour Group Broadcasting Inc	27694	Panama City	FL	1/1/2008	
WLTK	FM	Massanutten Broadcasting Co. Inc.	12600	New Market	VA	1/1/2008	1/31/2010
WLTT	AM	Carolina Christian Radio	25586	Wilmington	NC	10/1/2014	
WLVA	AM	Chesapeake-Portsmouth Bcg.Corp	39579	Lynchburg	VA	1/1/2009	1/31/2014
WLVA	AM	Tri-County Broadcasting Incorporate	39579	Lynchburg	VA	2/1/2014	
WLVL	AM	Culver Communications	14714	Lockport	NY	1/1/2008	

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Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WLXN	AM	Davidson County Broadcasting	15838	Lexington	NC	1/1/2008	
WLYT	AM	Billy Graham Evangelistic Associati	5972	Black Mountain	NC	1/1/2008	7/31/2013
WMCA	AM	Salem Media Corporation	58626	New York	NY	1/1/2008	
WMGG	AM	Genesis Communications	67135	Dunedin	FL	1/1/2008	
WMGN	FM	Mid-West Management, Inc.	41900	Madison	WI	1/1/2008	
WMIK	AM	Gateway Broadcasting Inc.	23335	Middlesboro	KY	1/1/2008	
WMIK	FM	Gateway Broadcasting Inc.	14731	Middlesboro	KY	1/1/2008	
WMIT	FM	Billy Graham Evangelistic Associati	5970	Black Mountain	NC	1/1/2008	
WMKM	AM	Great Lakes Radio, Inc.	24966	Inkster	MI	10/1/2014	
WMOX	AM	Magnolia State Broadcasting	7073	Meridian	MS	1/1/2008	
WMQM	AM	F.W. Robbert Broadcasting	42369	Lakeland	TN	1/1/2008	
WMUU	FM	WMUU Inc	73296	Greenville	SC	1/1/2008	12/31/2012
WMUV	FM	Chesapeake-Portsmouth Bcg.Corp	48243	Brunswick	GA	1/1/2015	
WMUX	AM	Baker Family Stations	42653	Hurricane	WV	1/1/2008	2/29/2012
WMUZ	FM	Crawford Broadcasting Co.	73298	Detroit	MI	1/1/2010	
WMVR	FM	Dean Miller Broadcasting Co	15998	Sidney	OH	1/1/2008	
WMYT	FM	Carolina Christian Radio	34006	Carolina Beach	NC	1/1/2011	
WNEB	AM	Blount Communications Group	249	Worcester	MA	1/1/2008	12/31/2010
WNIV	AM	Salem Media Corporation	23607	Atlanta	GA	1/1/2008	
WNOS	AM	Ctc, Media Group, Inc.	54363	New Bern	NC	1/1/2010	
WNQM	AM	F.W. Robbert Broadcasting	73349	Nashville	TN	1/1/2008	
WNTF	AM	Salem Media Corporation	52194	Philadelphia	PA	1/1/2008	
WNTW	AM	Delmarva Educational Association	27440	Chester	VA	1/1/2015	
WNVY	AM	Wilkins Communications Network Inc.	4130	Cantonment	FL	1/1/2008	
WNYM	AM	Salem Media Corporation	58635	Hackensack	NJ	1/1/2008	
WOAY	AM	Tom Moffit	12550	Oak Hill	WV	1/1/2008	12/31/2010
WOAY	AM	Foothills Broadcasting Inc	12550	Oak Hill	WV	1/1/2011	
WOCN	AM	Salem Media Corporation	43034	Miami	FL	6/1/2014	
WODY	AM	Baker Family Stations	69983	Fieldale	VA	1/1/2010	
WOGO	AM	Stewards Of Sound Inc	63427	Hallie	WI	1/1/2010	
WOGR	AM	Victory Christian Center Inc	70092	Charlotte	NC	1/1/2008	
WOGR	FM	Victory Christian Center Inc	48451	Salisbury	NC	1/1/2008	
WONQ	AM	Q Broadcasting Corporation Inc	21760	Oviedo	FL	1/1/2008	
WORD	FM	Salem Media Corporation	58627	Pittsburgh	PA	1/1/2008	
WORL	AM	Salem Media Corporation	21810	Altamonte Springs	FL	1/1/2008	
WOSW	AM	Craig Fox	52370	Fulton	NY	1/1/2008	
WOTR	FM	Allman, James W.	1103	Lost Creek	WV	1/1/2008	3/31/2009
WOZN	AM	Mid-West Management, Inc.	87154	Madison	WI	1/1/2008	
WPEO	AM	Pinebrook Foundation Inc	52641	Peoria	IL	1/1/2008	3/31/2012
WPEO	AM	WPEO Radio Foundation	52641	Peoria	IL	4/1/2012	
WPGP	AM	Salem Media Corporation	65691	Pittsburgh	PA	5/1/2015	
WPHE	AM	Radio Salvacion Inc	58738	Phoenixville	PA	1/1/2008	
WPIT	AM	Salem Media Corporation	58624	Pittsburgh	PA	1/1/2008	
WPJF	AM	WMUU Inc	73297	Greenville	SC	1/1/2008	4/30/2008
WPJL	AM	Suttles, William/WPJL Inc	73884	Raleigh	NC	1/1/2008	
WPMH	AM	Chesapeake-Portsmouth Bcg.Corp	10759	Portsmouth	VA	5/1/2010	
WPOL	AM	Truth Broadcasting	72970	Winston-salem	NC	1/1/2008	
WPSP	AM	Q Broadcasting Corporation Inc	23822	Royal Palm Beach	FL	1/1/2008	
WPTR	FM	Crawford Broadcasting Co.	30571	Clifton Park	NY	1/1/2008	1/31/2008
WPWX	FM	Crawford Broadcasting Co.	17304	Hammond	IN	1/1/2008	
WQLL	AM	M-10 Broadcasting, Inc.	27691	Pikesville	MD	1/1/2010	
WRAN	FM	Miller Group	79008	Taylorville	IL	1/1/2008	
WRBS	AM	Peter & John Radio Fellowship Inc	25527	Baltimore	MD	1/1/2008	
WRBS	FM	Peter & John Radio Fellowship Inc	52353	Baltimore	MD	1/1/2008	
WRCW	AM	Salem Media Corporation	53368	Warrenton	VA	4/1/2012	
WRDT	AM	Crawford Broadcasting Co.	25083	Monroe	MI	1/1/2008	
WRFD	AM	Salem Media Corporation	58630	Columbus-worthington	OH	1/1/2008	

LIST OF NRBMLC BOUND STATIONS AS OF DECEMBER 15, 2015

Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WRJR	AM	Chesapeake-Portsmouth Bcg.Corp	68741	Claremont	VA	1/1/2008	9/30/2012
WRJZ	AM	Tom Moffit	65209	Knoxville	TN	1/1/2008	
WRKB	AM	Ford Broadcasting Incorporated	22029	Kannapolis	NC	1/1/2008	
WRMQ	AM	Q Broadcasting Corporation Inc	21759	Goldenrod	FL	1/1/2008	
WRNA	AM	Ford Broadcasting Incorporated	61153	China Grove	NC	1/1/2008	
WROL	AM	Salem Media Corporation	9139	Boston	MA	1/1/2008	
WROS	AM	Rose Of Jacksonville	66333	Jacksonville	FL	1/1/2010	
WRR	FM	City of Dallas	11451	Dallas	TX	1/1/2008	
WRTH	FM	Salem Media Corporation	73241	Greer	SC	5/1/2014	
WRVI	FM	Salem Media Corporation	50764	Valley Station	KY	1/1/2008	11/30/2008
WSBB	AM	Gore-Overgaard Broadcasting	64368	New Smyrna Beach	FL	1/1/2008	2/29/2008
WSDK	AM	Blount Communications Group	37804	Bloomfield	CT	2/1/2011	
WSHO	AM	Shadowlands Communications L	9235	New Orleans	LA	1/1/2010	
WSIV	AM	Craig Fox	22133	E. Syracuse	NY	1/1/2008	
WSKY	AM	Wilkins Communications Network Inc.	56521	Asheville	NC	1/1/2008	
WSLM	AM	Martin, Don H.	17153	Salem	IN	1/1/2008	
WSLM	FM	White, Rebecca	55319	Salem	IN	1/1/2008	
WSMX	AM	Truth Broadcasting	24682	Winston-salem	NC	1/1/2010	
WSNL	AM	Christian Broadcasting Systems	42078	Flint	MI	1/1/2010	
WSOS	FM	Chesapeake-Portsmouth Bcg.Corp	74071	Winston-salem	NC	1/1/2015	
WSRB	FM	Crawford Broadcasting Co.	6590	Lansing	IL	1/1/2008	
WSTS	FM	Truth Broadcasting	53608	Fairmont	NC	4/1/2015	
WSVZ	FM	Miller Group	78691	Tower Hill	IL	1/1/2008	
WSYW	AM	Continental Broadcast Group LLC	13795	Indianapolis	IN	1/1/2008	
WTBI	AM	Tabernacle Christian Schools	64497	Greenville	SC	1/1/2010	
WTBN	AM	Salem Media Corporation	51985	Pinellas Park	FL	1/1/2008	
WTGR	FM	Baker Family Stations	15169	Union City	OH	1/1/2008	
WTIM	AM	Kaskaskia Broadcasting, Inc.	73996	Shelbyville	IL	5/1/2014	
WTIS	AM	Westshore Broadcasting Inc	74088	Tampa	FL	1/1/2008	
WTJZ	AM	Chesapeake-Portsmouth Bcg.Corp	3533	Newport News	VA	1/1/2008	
WTKD	AM	Wabb Fm Inc.	70656	Mobile	AL	1/1/2008	7/31/2014
WTLN	AM	Salem Media Corporation	48731	Orlando	FL	1/1/2008	
WTMR	AM	Beasley Broadcast Group	24658	Camden	NJ	1/1/2010	
WTOH	FM	Salem Media Corporation	73972	Upper Arlington	OH	3/1/2013	
WTPL	FM	Great Eastern Radio LLC	54910	Hillsboro	NH	1/1/2008	
WTRU	AM	Truth Broadcasting	63478	Kernersville	NC	1/1/2008	
WTWD	AM	Salem Media Corporation	26145	Plant City	FL	1/1/2008	
WUIN	AM	Carolina Christian Radio	25586	Carolina Beach	NC	1/1/2010	12/31/2010
WULR	AM	Truth Broadcasting	74380	York	SC	10/1/2010	12/31/2012
WURL	AM	Bill Davison Evang Assoc In	65459	Moody	AL	1/1/2010	
WVCH	AM	Tom Moffit	74166	Chester	PA	1/1/2010	
WVGB	AM	Vivian Broadcasting Corp	70408	Beaufort	SC	1/1/2010	11/30/2011
WVNE	AM	Blount Communications Group	5890	Leicester	MA	1/1/2008	
WVOG	AM	F.W. Robbert Broadcasting	20415	New Orleans	LA	1/1/2008	
WVTJ	AM	Wilkins Communications Network Inc.	9319	Pensacola	FL	1/1/2008	
WWBA	AM	Genesis Communications	51971	Largo	FL	1/1/2009	
WWDJ	AM	Salem Media Corporation	25051	Boston	MA	1/1/2008	
WWIB	FM	Stewards Of Sound Inc	63428	Hallie	WI	1/1/2010	
WWIL	AM	Carolina Christian Radio	20662	Wilmington	NC	1/1/2010	
WWLV	FM	Davidson County Broadcasting	15839	Lexington	NC	1/1/2008	1/31/2014
WWNB	AM	Ctc, Media Group, Inc.	14672	New Bern	NC	1/1/2010	
WWNL	AM	Wilkins Communications Network Inc.	18517	Pittsburgh	PA	1/1/2008	
WWOL	AM	Holly Springs Baptist	27479	Forest City	NC	1/1/2008	
WWQM	FM	Mid-West Management, Inc.	19623	Middleton	WI	1/1/2008	
WWRC	AM	Salem Media Corporation	8681	Washington	DC	8/1/2010	
WWTC	AM	Salem Media Corporation	9676	Minneapolis	MN	1/1/2008	
WWWE	AM	Beasley Broadcast Group	71603	Hapeville	GA	1/1/2010	

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Call Letter	Band	CurrentOwnName	FCCID	FCC City	FCC State	Effective Start Date	Effective End Date
WXAN	FM	Lawder, Harold L	26173	Ava	IL	1/1/2008	
WXJC	AM	Crawford Broadcasting Co.	74245	Birmingham	AL	1/1/2008	
WXJC	FM	Crawford Broadcasting Co.	77749	Cordova	AL	1/1/2008	
WXLZ	AM	Yeary Broadcasting Inc	74348	St. Paul	VA	1/1/2008	
WXLZ	FM	Yeary Broadcasting Inc	74349	Lebanon	VA	1/1/2008	
WXRQ	AM	New Life Broadcasting Inc	48497	Mount Pleasant	TN	1/1/2010	
WYCA	FM	Crawford Broadcasting Co.	73700	Crete	IL	1/1/2010	
WYCV	AM	Freedom Broadcasting Corp	22552	Granite Falls	NC	1/1/2008	
WYDE	AM	Crawford Broadcasting Co.	34822	Birmingham	AL	1/1/2008	
WYDE	FM	Crawford Broadcasting Co.	70452	Cullman	AL	1/1/2008	
WYGE	FM	Huff, Ethel	19794	London	KY	1/1/2008	
WYGH	AM	Hammond Broadcasting Inc	25901	Paris	KY	1/1/2008	
WYHY	AM	Baker Family Stations	73185	Cannonsburg	KY	1/1/2008	9/30/2014
WYLL	AM	Salem Media Corporation	28630	Chicago	IL	1/1/2008	
WYRB	FM	Crawford Broadcasting Co.	21202	Genoa	IL	1/1/2008	
WYSL	AM	Radio Livingston Ltd	54665	Avon	NY	1/1/2008	
WYYC	AM	Wilkins Communications Network Inc.	52172	York	PA	1/1/2008	
WZAB	AM	Florida City Radio	21763	Sweetwater	FL	10/1/2008	7/31/2009
WZAB	AM	Salem Media Corporation	21763	Sweetwater	FL	8/1/2009	
WZAP	AM	RAM Communications Inc	55004	Bristol	VA	1/1/2008	
WZAR	FM	Uno Radio Group	52946	Ponce	PR	1/1/2008	
WZCT	AM	Bonner-Carlile Enterprises	6357	Scottsboro	AL	1/1/2008	
WZEZ	FM	Delmarva Educational Association	87127	Goochland	VA	1/1/2015	
WZNZ	AM	Chesapeake-Portsmouth Bcg.Corp	51976	Jacksonville	FL	1/1/2008	6/30/2008
WZPS	AM	Mortenson Broadcasting Co.	61277	Huntington	WV	1/1/2010	